

COMMERCIAL PLASTICS COMPANY LIMITED

MANUFACTURING AND SALE OF PLASTICS

RECYCLING PRODUCTS FACTORY

PROPOSAL OF THE PROMOTER

TO MAKE FOREIGN INVESTMENT

IN THE REPUBLIC OF UNION OF MYANMAR

To
The Chairman
Myanmar Investment Commission
Yangon.

Dated: : 21-12-2016

SUBJECT: :APPLICATION FOR ISSUE OF INVESTMENT PERMIT.

We have the honour to submit this application together with the Investment Proposal supported by a Draft Lease Agreement of land and building, project prefeasibility studies, projection papers and a set of Memorandum and Articles of Association of a Joint Venture Company by the name of Commercial Plastics Company Limited which is going to be formed under the Myanmar Companies Act.

The Company has projected the establishment of a Manufacturing and Sale of Plastics Recycling products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

We hereby this application for issue of a foreign investment permit in accordance with the provisions under Section 10 of the Republic of Union of Myanmar Foreign Investment Law. We shall dedicate our all-out efforts to fulfil the economic objectives of the Government of the Union of Myanmar by way of implementing our commitments without fail.

We would like to request to allow exemption of Commercial Tax with a view to be competitive with other exporters in the international market and also kindly grant us the following exemptions or reliefs from taxations as the followings:

- (a) Exemption from income-tax for a period extending to 5 consecutive years, inclusive of the year of commencement of production of goods.
- (b) Exemption or relief from income-tax on profits of the business if they are maintained in a reserve fund and re-invested therein within 1 year after the reserve is made.
- (c) Right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of original value for the purpose of income tax assessment;
- (d) Relief from income-tax up to 50 per cent on the profits accrued from the said export.
- (e) Right to pay income-tax payable to the State on behalfs of foreigners, who have come from aboard and are employed in the enterprise and the right to deduct such payment from the assessable income;
- (f) Right to pay income-tax on the income of the above mentioned foreigners at the rates applicable to the citizens residing within the country.

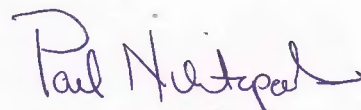
- (g) Right to deduct from the assessable income, such expenses incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State.
- (h) Right to carry forward and set-off up to 5 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income-tax.
- (i) Exemption or relief from Custom Duty or other internal taxes or both on machinery equipment, instruments, machinery component, spare parts and material used in the business, which are imported as they are actually required.
- (j) Exemption or relief from Custom Duty or other internal taxes or both on such raw materials imported for the first 3 year's commercial production following the completion of construction.

We also enclosed the following contents of the proposal for your kind reference:

- 1. Proposal of the Promoter,
- 2. A draft Lease Agreement,
- 3. A set of Memorandum and Articles of Association,
- 4. A Projection of Prefeasibility Studies,
- 5. Land Map, Location Plan and Building Design
- 6. Bank References of Share holders,
- 7. Performance Bank Guarantee (draft)

We shall be greatly obliged, if your highly esteemed Commission grant the investment permit at your earliest possible convenience so much so that our activities can commence as soon as possible.

Yours faithfully,



Mr. Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

To
Chairman
Myanmar Investment Commission
Yangon.

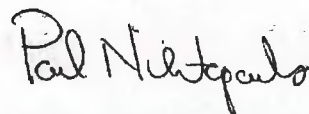
Dated: : 21-12-2016

Subject : : Submission of undertaking.

1. We, "Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

2. We, Commercial Plastics Company Limited hereby undertake that we will provide sufficient Generators for operating the Factory and will be used whenever electricity is out.

Yours faithfully,



Mr. Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

To
Chairman
Myanmar Investment Commission
Yangon.

Dated: : 21-12-2016

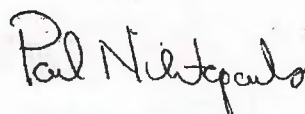
Subject: :Submission of welfare programme for employees.

1. We, "Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

2. We, Commercial Plastics Company Limited hereby submit that we have made all necessary arrangements of welfare programmes for employees as follows:-

1. Arrangement is made for free transportation everyday by office ferry for employees;
2. Arrangement is made to be entitled gratuity to punctual employees;
3. Arrangement is made to be entitled to overtime charges of double rate on their salary whenever employees need to work overtime. If overtime reaches until late in the night, necessary food will also be provided;
4. Rest room and first-aid box will be reserved for sick workers. If any accident happens, arrangement will be made to send the people hurt in accident to the Social Security Clinic soon after the accident has happened.
5. Social Security contribution will be paid for both employers' side and employees' side.

Yours faithfully,



Mr. Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

To
Chairman
Myanmar Investment Commission
Yangon.

Dated: : 21-12-2016

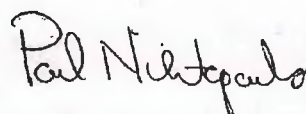
Subject: : Submission of undertaking for prevention of fire hazard.

1. We, "Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

2. We, Commercial Plastics Company Limited, hereby undertake to make all necessary arrangements for prevention of fire hazard as follows :-

- 1 No of 60,000 gallons water tank is already built.
- Providing water buckets, fire hooks, sand bags, fire extinguishers and etc. at Factory;
- Strict instructions about fire prevention were laid out to be followed by employees to prevent fire accident.
- To exercise emergency fire training to employees;
- Strictly prohibited smoking and making other electricity problems in the Factory and surrounding areas.

Yours faithfully,



Mr. Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

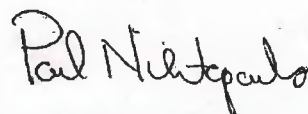
To
Chairman
Myanmar Investment Commission
Yangon.

Dated: : 21-12-2016

Subject: :Submission of undertaking for payment of Income Tax.

1. We," Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.
2. We, Commercial Plastics Company Limited, hereby undertake for payment of income tax by employees, receiving salary of more than K.4,800,000/- per year.

Yours faithfully,



Mr.Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

Commercial Plastics Company Limited

Fire Prevention Plan

Plan

1. Introduction

Commercial Plastics Co., Ltd owned by Mr.Paul Polyvios Nikitopoulos, Ms.Alexdra Vanderschelden, Mr. Nicholas John Powell & U Kyaw Htet Aung, situated at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, make Fire Prevention Plan to protect factory & surrounding area and employees from suffering fire hazard.

2. Location

Commercial Plastics Co.,Ltd is located at at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon.

3. Area

The factory is in measuring 0.996 Acre out of 6.376 Acres; length is (180) ft and (120) ft wide of one storey building (Factory).

4. Anxiety

There will be no anxiety about fire due to all necessary preventions programmes are laid down. The following plan is already made if anything happened:-

- Fire Drill is exercising every month;
- Exist Fire Break Path;
- Fire Break Equipments are ready to be used;
- Teams for bringing Fire Extinguishers are always stand-by; and
- First Aid Team and liaison Team are ready to take action.

5. Fire Exercising Programs

Fire alarm is on when exercising fire drill. Fire prevention teams exercise systemically in cooperation with Fire Fighters. Will follow exactly the instructions lay down by Fire Department and will send the employees to the Fire Prevention courses.

6. Human Strength

- | | | | |
|-----|--------------------|---|----------------------------|
| (1) | Self | - | Factory Employees |
| (2) | Departmental Staff | - | Staff from Fire Department |

7. Other Resources

- | | | | |
|----|--------------------|---|--------------------------------|
| 1. | Fire Extinguishers | - | Powder Type Fire Extinguishers |
| 2. | Bucket/ fire hose | - | |

8. Supplement Resources

- | | | | |
|----|---------------------|---|---------------------------------------|
| 1. | Commodity Resources | - | Fire Extinguishers (20) Nos. |
| 2. | Human Strength | - | Fire Break Teams organized by Factory |

9. Objectives

Fire Prevention plan makes Plastics Factory and its employees to keep away from danger of fire hazard. The motto is:-

- (1) Safety of Employees - First Priority
- (2) Protection of Factory Property - Second Priority

10. Instructions to be followed

All employees must have knowledge as follows:-

- (a) How to use fire extinguisher;
- (b) How to break fire;
- (c) Make report to the nearest emergency fire stations;
- (d) Self defense;
- (e) Make marking how to go to emergency exit;
- (f) To send the persons who hurt in the accident to the hospital/ clinic as previously practiced; and
- (g) Explain to employees what sources of catching fire are.

To alert all employees to be reached rallying place as quick as possible. Fire Protection teams must do necessary movements as arranged.

- (a) To break fire by using fire extinguishers;
- (b) Spray water by using fire hose; and
- (c) Report to the nearest Fire Station.

The concerned team must send seriously injured persons to the nearest hospital/ clinic and give treatment. If the injured persons are not serious, give them treatment by nurses and first aid team until they get well.

The responsible person needs to explain thoroughly to the employees about Fire Prevention Programme. By following Fire Prevention Programme and instructions exactly, all concerned people must escape from fire hazard.

Contact Nos for catch fire

- (a) Emergency Fire Station - 191
- (b) Shwe Pyi Thar Fire Station - 01-611014, 09-73146106
- (c) Hlaing Tharyar Fire Station - 01-645017, 01-707550
- (d) Insein Fire Station - 01-640070, 01-640987
- (e) Way Bar Gi Fire Station - 01-699149

To

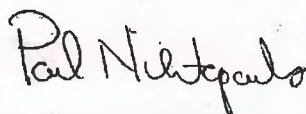
The Chairman
Myanmar Investment Commission
Yangon.

Dated: : 21-12-2016

Subject: Arrangement for provision of Corporative Social Responsibility (CSR) Fund

1. We, "Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.
2. We will make necessary arrangements to reserve 2% on excepted Net Profit as CSR Fund and will contribute to the plans in watching of the task which will be the least of suffering from environmental and social affairs.

Yours faithfully,



Mr. Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

To

The Chairman
Myanmar Investment Commission
Yangon.

Dated 21-12-2016

Subject: Undertaking for preparation of Environment Program

1. We, "Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

2. We will arrange to prepare and submit Environmental Management Plan – EMP in due course and will follow the following procedure in doing business :-

- (a) will mention complete planned data in every process of production and will include the manufacturing system which will be the least of sufficient environmental affairs;
- (b) we undertake to prepare necessary plans for-
 - recycle of waste raw materials;
 - methods of throw away waste & refuses systematically,
 - management plan for waste & refuses;
 - will make the necessary plan to reduce suffering environmental and social affairs which can be caused by the factory;
- (c) arrangement will be made to be included in EMP such as arrangement for throw away of waste materials & waste liquid systematically and expected funds to be used in reducing of suffering environmental affairs and undertake to implement the plan.

3. We undertake to follow and implement the existing Rules, Law, regulations and procedures prescribed by the Government.

Yours faithfully,



Mr.Paul Polyvios Nikitopoulos

Promoter

Commercial Plastics Company Limited

To

The Chairman
Myanmar Investment Commission
Yangon.

Dated 21-12-2016

Subject: :Undertaking for the arrangement of the Duties of Human Resource Manager.

1. We, " Commercial Plastics Company Limited", incorporated in Myanmar has submitted an application to the Myanmar Investment Commission for issuance of a foreign investment permit to establish a Manufacturing and Sale of Plastics Recycling Products Factory at Plot No.119,120,121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon grouped as a measuring 0.996 acres out of 6.376 acres.

2. We, " Commercial Plastics Company Limited " hereby undertake to make all necessary arrangements for the duties of Human Resource Manager as follows :-

- (a) to appoint the skillful workers in factory
- (b) to manage the Wages, Salary, Bonus and Compensation
- (c) to overdue the rules and regulations for the workers.
- (d) to manage the factory to function.
- (e) to manage the labour's relief affair.

Yours faithfully,



Mr.Paul Polyvios Nikitopoulos

Promoter

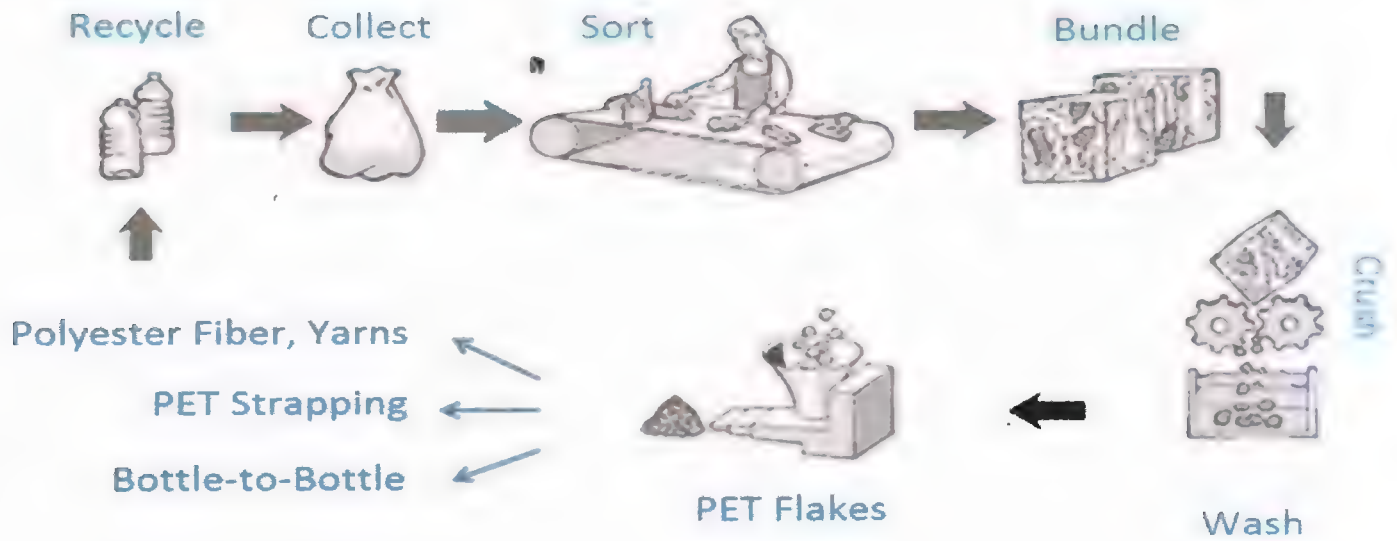
Commercial Plastics Company Limited

COMMERCIAL PLASTICS COMPANY LIMITED

Product Photos



Plastic Recycling Process



Stages in Process of PET Recycling

Raw material (bottles) are either purchased baled or if loose baled.

Bales are fed into the recycling line. Once in the process:

1. Bottles are de-baled by separation.
2. Bottles then have the labels removed mechanically.
3. Manual sorting is then performed to remove bottles still with label, non-PET bottles, etc.
4. Magnet will prevent any metal from proceeding through process.
5. Bottles are then crushed to about 26 millimeters diameter.
6. First wash is done by friction washer.
7. A float/sink tank (with water) is used to separate PET (bottles) from HDPE (caps).
8. HDPE is separated from the process and left to dry. PET flakes continue through rest of recycling line.
9. PET flakes are then washed in hot water (approximately 80 degrees celcius) and cleaning agents in two stages.
10. PET flakes are then washed again by friction.
11. PET flakes are washed and rinsed with additional water and screw conveyor in 3 tanks.
12. PET flakes are then first dried by spinning/water extraction.
13. PET flakes are further dried by a heated barrel/screw.
14. PET flakes are then cut a 2nd time to 12 millimeters diameter.
15. Then PET flakes pass through winnowing separator to remove any remaining impurities such as dust, etc.
16. As final stage PET flakes are blown into final packaging which is jumbo bags to be containerized and exported.

Raw Material Supply

Overview

The supply of PET bottles collection in Yangon is going usually from various collectors working in their particular areas to recycling buyers. We have summarized much of the information by Township. The final table below sets out average monthly volume by Township. We expect that as consumption of bottled beverages grows in the coming years, supply will increase correspondingly based on percentage of total collected, with such percentage increasing over time as well.

Township

- North Dagon
- South Dagon
- Thanlyin
- Thaketa
- Hlaing
- Mingalardon-HleGu
- Danyin Gone
- Mayangone

Townships above have raw materials at medium volumes regularly. Suppliers sell raw materials to the biggest buyers from Sawbwargyigone and few from South Dagon areas. There is at least 240 MT per month supply from these areas.

Township

- Pabedan
- Latha
- Lanmadaw
- Ahlone
- KyiMyintDine
- Kamayut
- Sanchaung
- Tarmwe
- Pazundaung
- Mingalartaungnyunt
- Thuwana
- Thingangyun
- Bahan
- Yankin

These Townships are downtown and the main population townships in Yangon. Raw materials from these are also primarily going to Sawbwargyigone market. The biggest buyers from these townships can provide minimum raw materials of about 150 MT per month.

Township

- ShweLinBan

- HlaingTharYar
- South Okkalapa
- North Okkalapa
- Sawbwargyigone
- Htauk Kyant

The Townships listed immediately above are the biggest supply and are located in industrial areas. The suppliers from these townships can provide nearly 1000 MT per month. They collect raw materials from most of the downtown areas.

Average Monthly Volume by Yangon Township

Township	MT per month
North Dagon	26
South Dagon	18
Thanlyin	6
Thaketa	27
Hlaing	65
Mingalardon-HleGu	28
Danyin Gone	0.3
Mayangone	70
Pabedan	2
Latha	3
Lanmadaw	34
Ahlone	4
KyiMyintDine	5
Kamayut	9
Sanchaung	9
Tarmwe	18
Pazundaung	20
Mingalartaungnyunt	18
Thuwana	3
Thingangyun	9
Bahan	10
Yankin	6
ShweLinBan	166
HlaingTharYar	35
South Okkalapa	50
North Okkalapa	201
Sawbwargyigone	600
Htauk Kyant	90
Total	1532.3

Other Sources

As supply of raw materials from the above supply areas may be inconsistent, we will take steps to mitigate possible supply shortfalls. During certain months when there is abundant supply, we plan to purchase more than our monthly processing amount so as to build up inventory that may be processed during months that may have supply shortfalls. We will also buy waste PET from bottle manufacturers and local beverage producers with whom we have prior relationships, many of whom have been stockpiling waste material for some time. We anticipate that 50 tons or more is available per month. Finally, we will work with local bottlers and the community in an attempt to have them initiate collection programs in order to offset their contribution to plastic waste in Myanmar.

395
20 JUN 2014

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အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE
FOREIGN INVESTMENT IN THE
REPUBLIC OF THE UNION OF MYANMAR

**Proposal Form of Investor / Promoter for the investment
in the Republic of the Union of Myanmar**

To

Chairman

Myanmar Investment Commission

Reference No :

Date: : 21. 12 . 2016

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars :-

1. The Investor's or Promoter's :-

- | | | | |
|-----|--------------------------------|---|---|
| (a) | Name | : | Mr.Paul Polyvios Nikitopoulos |
| (b) | Father's Name | : | Mr.Peter Nikitopoulos |
| (c) | ID No. / Passport No. | : | PPNo-488180959 |
| (d) | Citizenship | : | American |
| (e) | Address | : | |
| | (i) Address in Myanmar | : | |
| | (ii) Residence Abroad | : | 238 Pine St. Lowell, MA 01851 USA. |
| (f) | Name of Principle Organization | : | PTI Limited |
| (g) | Type of Business | : | General Business |
| (h) | Principle Company's Address | : | Trust Company Complex, Ajeltake Road,
Ajeltake Island, Majuro, Republic of the
Marshall Island MH 96960 |

2. If the investment business is formed under Joint-Venture, partners' :-

- | | | | |
|-----|------------------------|---|--|
| (a) | Name | : | Ms.Alexandra Vanderschelden |
| (b) | Father's Name | : | Mr. Yves Vanderschelden |
| (c) | ID No. / Passport No. | : | EN608939 |
| (d) | Citizenship | : | Belge |
| (e) | Address | : | |
| | (i) Address in Myanmar | : | |
| | (ii) Residence abroad | : | 8 clos des, Braconniers 1410, Waterloo,
Belgium |

- (f) Principle Company : PALMETTO VENTURES LIMITED
(g) Type of Business : General Business
(h) Principle Company's Address : P.O. Box 309, Ugland House, Grand Cayman,
KYI - 1104, Cayman Islands

2(A). If the investment business is formed under Joint-Venture, partners:-

- (a) Name : U Kyaw Htet Aung
(b) Father's Name : U Kyaw Wai (a) Sann Wai Hwa
(c) ID No. / Passport No. : 9 / Kha Ah Za (Naing) 014987
(d) Citizenship : Myanmar
(e) Address :
(i) Address in Myanmar : No.237, 34th Street, Between 84th x 85th
Street, Chan Aye Tharzan Township, Mandalay.
(ii) Residence abroad :
(f) Principle Company : EASTERN PLASTICS MYANMAR
COMPANY LIMITED
(g) Type of Business : General Business
(h) Principle Company's Address : No.295, 4-F-G, Myo Ma Kyuang Road,
Dagon Township, Yangon, Myanmar.

Remark: The following documents shall be submitted relating to the above paragraph (1) and (2):-

- (1) Company Registration Certificate (Copy);
(2) National Identification Card (Copy) and passport (Copy)
(3) Evidences about the business and financial conditions of the participants of the
proposed investment business;

3. Type of proposed investment :-

- (a) Manufacturing : Manufacturing and sale of Plastics Recycling
Products Factory
(b) Services related with manufacturing :
(c) Service :
(d) Others :

Remark: To Submit the explanation of business relating to the above paragraph (3)

4. Type of business organization to be formed:-

- (a) One hundred percent

(b) Joint Venture:-

(i) Foreigner and citizen : Joint-Venture Company (50% , 40% & 10% between Foreign Company, Foreign Company & Myanmar Company).

(ii) Foreigner and Government

Department/Organization :

(c) By Contract basis:-

(i) Foreigner and Citizen :

(ii) Foreigner and Government

Department /Organization :

Remark: The following information shall be submitted relating to the above paragraph (4):-

- (i) Share ratio for the authorized capital from abroad and local, names, citizenship, addresses and occupations of the directors;
- (ii) Joint Venture Agreement (Draft) and recommendation of Attorney General Office if the investment is related with the Union;
- (iii) Contract (Agreement) (Draft)

5. Information related to Company incorporation:-

- (a) Authorized Capital : USD 3,000,000 divided into 3,000,000 shares of USD 1/- each.
- (b) Types of share : Ordinary Shares
- (c) Number of shares : 3,000,000 Shares

Reamrk: Memorandum of Association and Articles of Association of the Company shall be submitted relating to above paragraph 5.

6. Particulars about Paid up capital of the investment business	US\$ (Million)
(a) Amount / Percentage of Local capital to be contributed	0.1000
(b) Amount / Percentage of Foreign capital to be brought in	0.5000
(c) Amount / Percentage of Foreign capital to be brought in	0.4000
Total	1.0000

(c) (Annual / Period) of proposed capital to be contributed	Within one year after receiveing MIC Permit
(d) Last date of capital to be contributed	Within one year after receiveing MIC Permit
(e) Proposed duration of Investment	30(Thirty) years extendable by ten-year two times .
(f) Commencement date of Construction	Within 3 months after MIC Permit
(g) Construction Period	Within 24 months (Renovation & Machine Installation)

Remark: Describe with annexure if it is required relating to the above Para 6 (c),

7. Detail list of foreign capital to be brought in:-	Foreign 50%	Foreign 40%	Total
	US\$ (Million)	US\$ (Million)	US\$ (Million)
(a) Foreign Currency (Type of Currency and Amount)	0.4200	0.1125	0.5325
(b) Value of Machinery & Equipment (to enclose detail list)	0.0325	0.2275	0.2600
(c) Materials Handling Equipments	0.0125	0.0125	0.0250
(d) Testing Equipment	-	0.0125	0.0125
(e) Factory Installation	0.0350	0.0350	0.0700
	-----	-----	-----
Total	0.5000	0.4000	0.9000
	-----	-----	-----

Exchange Rate 1US\$ = Ks 1,300/-

8. Details of local capital to be contributed:-

	US\$ (Million)
(a) Amount	0.1000
(b) Value of Machinery and equipment (to enclose detail list)	-
(c) Rental Charges for building / land	-
(d) Cost of building construction	-
(e) Value of Furniture and Assets (to enclose detail list)	-

Total	0.1000

9. Particulars about the investment business-

- | | | |
|--------|--|--|
| (a) | Investment Place/Location(s) | Plot No.119,120,121, Myay Taing Quarter
No.14, Shwe Thanlwin Industrial Zone,
Hlaing Tharyar Township, Yangon. |
| (b) | Type and area requirement for Land or
Land and Building | |
| (i) | Location | Plot No.119,120,121, Myay Taing Quarter
No.14, Shwe Thanlwin Industrial Zone,
Hlaing Tharyar Township, Yangon. |
| (ii) | Number of land/building area | 180' x 120' of one storey building (factory) |
| (iii) | Owner of the Land..... | |
| | (aa) Name/Company/Department | U Kyaw Wai @ San Wai Hwar |
| | (bb) National Registration Card No. | 12 / Ma Ma Na (Naing) 020951 |
| | (cc) Address | No-34 x 34 / 84 x 85 Street, 550th Quarter,
West Aung Nan Yeikthar, Chan Aye Thar Zan
Township, Mandalay. |
| (iv) | Type of Land | Industrial Zone Land |
| (v) | Period of Land lease contract | 30 years extendable 10 years periods two times |
| (vi) | Lease Period | 2016 to 2046 (30) years |
| (vii) | Lease Rate | USD 5.5/- per square metre per year |
| (aa) | Land | measuring 0.996 Acres out of 6.376 Acres |
| | (bb) Building | 180' x 120' of one storey building (factory) |
| (viii) | Ward | - |
| (ix) | Township | Hlaing Tharyar Township |
| (x) | State/Region | Yangon Region |
| (xi) | Lessee..... | |
| | (aa) Name/Name of Company/
Department | Mr.Paul Polyvios Nikitopoulos |
| | (bb) Father's Name | Mr.Peter Nikitopoulos |
| | (cc) Citizenship | American |
| | (dd) Passport No. | P.P. No - 488180959 |
| | (ee) Address | 238 Pine St.Lowell, MA 01851 USA. |

Remark: following particulars shall be submitted relating to above para 9 (b)

- (i) to submit land ownership, ownership evidences and land map;
- (ii) to submit land lease (Draft) agreement and to submit recommendation of the Union Attorney General Office if the land is related to the Union;

- (c) Requirement of building to be constructed;
- (i) Type / Number of building
- (ii) Area measuring 0.996 Acres out of 2.376 Acres
- (d) Product to be produced/Service
- (1) Name of Product Shown in Schedule-6
- (2) Estimate amount to be produced annually
- (3) Type of service
- (4) Estimate value of annual Service

Remark: Detail list shall be enclosed relating to the above para 9 (d)

- (e) Annual requirement of materials/raw materials Shown in schedule - 7

Remark: Relating to the above Para 9 (e) detail list of products in terms of type of products, Volume, value, technical specification for the production shall be listed and enclosed.

- (f) Production System Manufacturing and sale of Plastics Recycling Products Factory
- (g) Technical know-how
- (h) Sales System Export Sale 100 %
- (i) Annual Fuel Requirement Diesel (30,100) Gals
(to prescribe type and quantity)
- (j) Annual Electricity Requirement 189,000 Unit
- (k) Annual Water Requirement 1,280,000 Gals
(to prescribe daily requirement, if any)

10. Detail information relating to financial standing:-

- (a) Name/company's name -
- (b) National Registration No./Passport No. -
- (c) Bank Account No.

Remark: To enclose bank recommendation from resident country or annual audit report of the principle company relating to the above Para 10.

11. List of employment to be required in the investment business:-

- (a) Employment from Local (30) numbers (96.77) %
- (b) Required Technicians and Executives from abroad (1) numbers (3.23) %
(To express required period based on the nature of business such as Engineer, QC, Buyer, Management, etc.)

Remark: The following particulars shall be enclosed relating to the above Para 11:-

- (i) Number of Employee, designation, salary, etc;
- (ii) Plan for Social security and welfare of staff/labour;
- (iii) Family accompany with foreign employee;

12. Particulars relating to economic justification:-

(In Million)

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income	Shown in schedule - 11	
(b) Annual expenditure	Shown in schedule - 11	
(c) Annual net profit	Shown in schedule - 11	
(d) Yearly investment	Shown in schedule - 12	
(e) Recoupment Period	3 Years & 5 Months	
(f) Other benefits
(to enclose detail calculation) ⁿ		

13. Evaluation of environmental impact:-

- (a) Organization for evaluation of environmental impact;
- (b) Period of the evaluation for environmental impact;
- (c) Compensation programme for environmental impact (environmental draft law);
- (d) Water purification system and waste water treatment system;
- (e) Garbage management system;
- (f) System for storage of chemicals;

14. Evaluation on Socio-economic assessments;

- (a) Organization for evaluation on socio-economic assessments;
- (b) Period of the evaluation on socio-economic assessments;
- (c) Number of volunteers (Corporate Social Responsibility) programme;

15. The above mentioned particulars and documents enclosed herewith this application are true and correct as per my understanding, checked by myself and submitted with signed hereunder.

Signature

:

Paul Nikitopoulos

Name

:

Mr.Paul Polyvios Nikitopoulos

Designation

:

Promoter

Company Name:

Commercial Plastics Company
Limited

Commercial Plastics Company Ltd. – Waste Water Treatment Plant for Plastic Recycling Process Description:

Executive Summary:

The Waste Water Treatment Plant (WWTP) was designed and built to treat the wastewater from Commercial Plastics process line. The wastewater generated is mainly from washing of scrap plastic. The major contaminants in the effluent are caustic soda and sucrose. The plastic washing is performed by washing machines that operate in different cycles: rinse, caustic wash and final rinse. Overall wastewater will be treated by physical chemicals process (Coagulation and flocculation) and end up with biological process. Processed wastewater will be re-used and discharged.

Total wastewater volume estimated at 1 m³/hr @ 24 m³/day for 24 hours operation per day. According to the plant design, the WWTP is able to treat 1.5 m³/hr @ 36 m³/day of waste water with Total Suspended Solids (TSS) content and Chemicals Oxygen Demand (COD) at 200 mg/L and 300 mg/L respectively.

Below are the descriptions of the System:

a) Raw Sump (Equalization Tank)

The waste water from plastic recycling process will flow into the Raw Sump, which serves to dampen the flowrate variation so that a constant flowrate is achieved.

b) Coagulation/Flocculation Pipe Line

Waste Water will be pump from Raw Sump and transfer to Coagulation/ Flocculation Pipe Line. In this line, coagulant and flocculant will be dose in to precipitate the suspended solids. During the precipitation reaction, water and floc will be transfer to Primary Clarifier for sedimentation.

c) Primary Clarifier

Primary Clarifier is a sedimentation unit operation system for maximum separation and removal of suspended solids result of coagulation and

flocculation process. It allows both settling and rising components to be removed simultaneously. The effluent quality is influenced by the specific gravity of the particles, concentration and settling characteristic. A manual operated valve on the bottom of the tank is utilized to remove the settling sludge layer into Sludge Transfer Tank while the treated water will be flow to Aeration Tank.

d) Aeration Tank

The supernatant from Primary Clarifier will be transfer to Aeration Tank after coagulation and flocculant process for biological digestion by bacteria. In Aeration Tank, aerobic bacteria tank also known as Activated Sludge which contains Mixed Liquor Suspended Solids (MLSS) and Mixed Liquor Volatile Suspended Solids (MLVSS) need to be cultivate to digest the dissolved organic matter in wastewater which contribute the Chemicals Oxygen Demand (COD) and Biochemical Oxygen Demand (BOD).

e) Secondary Clarifier (Attached with Aeration Tank)

After the hydraulic retention time (HRT), Activated Sludge will be separated in secondary clarifier into 2 phase, namely Supernatant and wasted activated sludge, where the supernatant will be flow into continues gravity sand filter to trap the fine and pin floc before discharge to drain, while the wasted activated sludge will be transfer to Sludge Transfer Tank.

f) Final Discharge

After filtration by sand filter, the wastewater sample will be collect for lab analysis for below Parameter:

Parameter	Unit	Guideline Value
5-day Biochemical oxygen demand	mg/l	50
Active ingredients / Antibiotics	To be determined on a case specific basis	
Chemical oxygen demand	mg/l	250
Oil and grease	mg/l	10
pH	S.U. ^a	6-9
Temperature increase	°C	<3 ^b
Total coliform bacteria	100 ml	400
Total nitrogen	mg/l	10
Total phosphorus	mg/l	2
Total suspended solids	mg/l	50

^a Standard unit

Above parameters are according to Myanmar Environmental Law and Regulation, namely National Environmental Quality (Emission) Guidelines, under:

Regulation (2.3): Manufacturing

Section (2.3.1): Food and Beverage Manufacturing

Sub-Section (2.3.1.4): Food and Beverage Processing

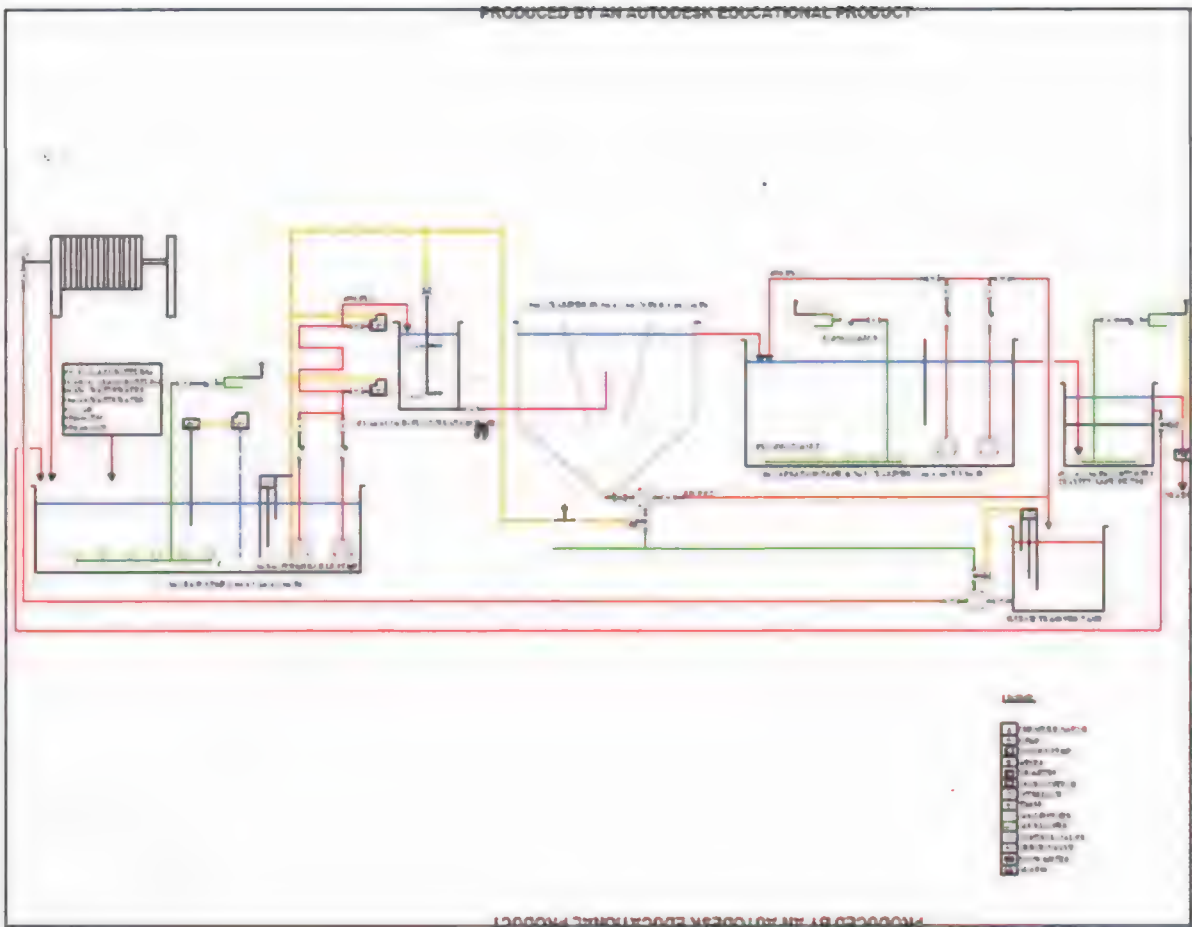
Even though Commercial Plastics does not produce beverage products, the wastewater produce from process line mainly are residue of beverage products, thus the wastewater discharge need to comply with above regulation.

g) Sludge Transfer Tank

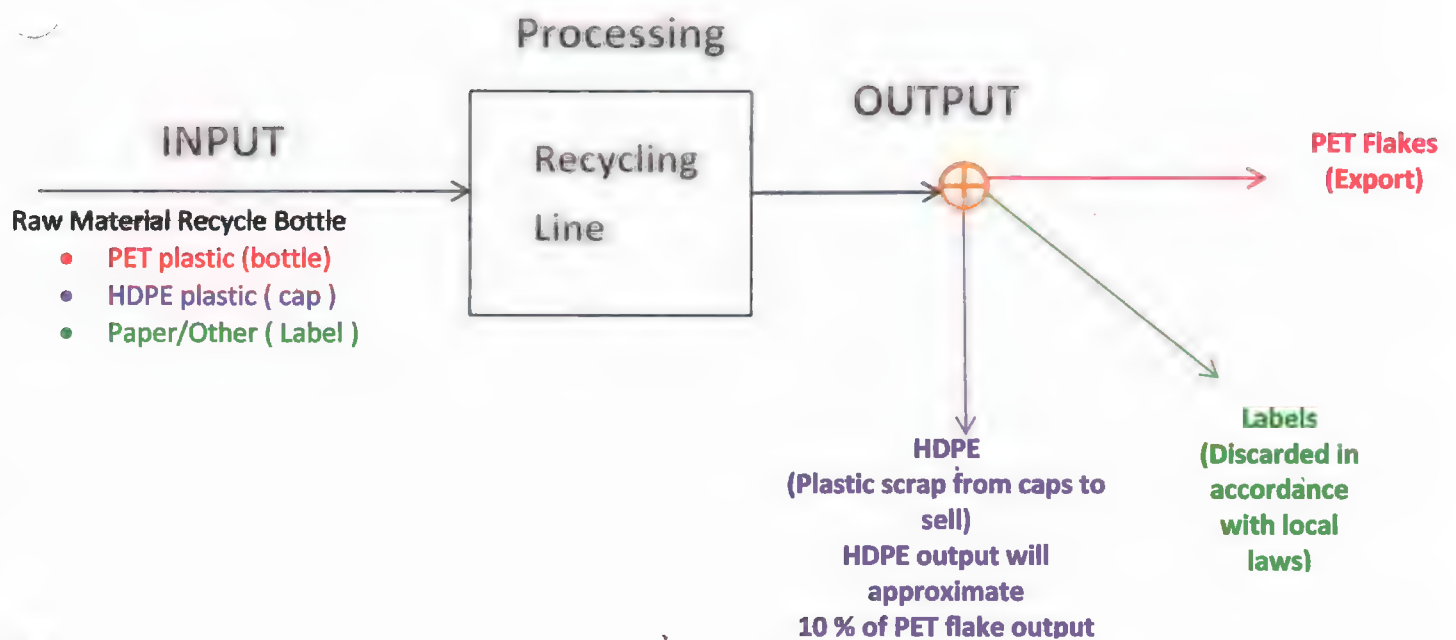
Sludge from Primary Clarifier and Wasted Activated Sludge from Secondary Clarifier will be transfer into Sludge Transfer Tank for dewatering process by Filter Press.

h) Filter Press

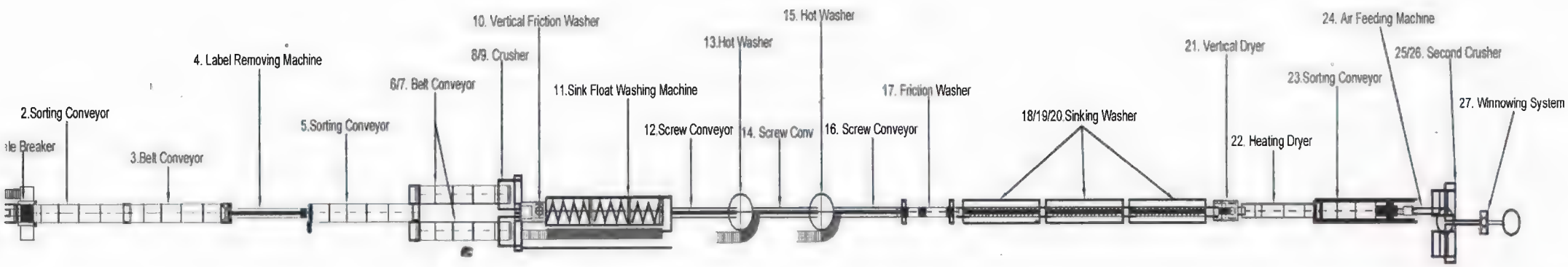
Filter Press will dewater the sludge and Wasted Activated Sludge from Primary Clarifier and Secondary Clarifier respectively. The treated water will flow back to Raw Sump and the Dry Sludge will be collected in the container, and then packed in jumbo bag for disposal by YCDC.



(1) Waste Planning of Material



- Raw Material (recycle bottle) estimate buying price (210-230 USD per Ton)
- HDPE estimate selling price in local (200 USD per Ton)



Dated [•] 2017

PALMETTO VENTURES LIMITED

PTI LTD.

and

EASTERN PLASTICS MYANMAR COMPANY LTD.

SHAREHOLDERS' AGREEMENT

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This Agreement is made on [•] 2017 between:

- (1) **Palmetto Ventures Limited** (Company Registration No1927361), a company incorporated in British Virgin Islands and having its registered office at PO Box 957 Offshore Incorporations Centre, Road Town, Tortola BVI ("**Palmetto**"); **2PTI Ltd** (Company Registration No. 80075), a company incorporated in the Republic of the Marshall Islands and having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 ("**MMA**");
- (2) **PTI Ltd** (Company Registration No.), a company incorporated in **the Republic of the Marshall Islands** and having its registered office at **Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 ("MMA 1")**;
- (3) **Eastern Plastics Company Limited** (Company Registration No. 1102/2016-2017), a company incorporated in Myanmar and having its registered office at No. 295, Room 4F/G, Myo Ma Kyaung Road, Dagon Township, Yangon ("**Eastern**"),

(each a **Party** and collectively, the **Parties**)

Whereas:

- (A) The Parties agree to incorporate a private limited company in accordance with the laws of the Republic of the Union of Myanmar (the "**Company**") to carry on the Business (as defined below) under the FIL in Myanmar.
- (B) The Parties have agreed to regulate the affairs of the Company and the respective rights and obligations of its Shareholders (as defined below) on the terms and subject to the conditions of this Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement (including the Recitals):

"**Allocation Notice**" shall have the meaning ascribed to it in Clause 8.1.6(i);

"**Alternate Director**" shall have the meaning ascribed to it in Clause 4.3.1;

"**Appointed Valuer**" shall have the meaning ascribed to it in Clause 12.4;

"**Appointed Valuer's Certificate**" shall have the meaning ascribed to it in Clause 12.9.1;

"**Articles**" means the memorandum and articles of association, as the case may be, for the time being of the Company;

"**Authorities**" means all the government bodies, authorities, organizations and statutory boards of the Republic of the Union of Myanmar which are empowered by the laws of the Republic of the Union of Myanmar to enforce the laws, monitor and issue licenses, permits

and approvals as are required by the laws for the Business to exist and to carry on operations;

"Board" means the board of directors of the Company;

"Business" shall have the meaning ascribed to it in Clause 3.2;

"Business Day" means a day which is not a Saturday or Sunday or a bank or public holiday in Myanmar;

"Buyer" shall have the meaning ascribed to it in Clause 8.1.3(iv);

"Buyout Shareholders" shall have the meaning ascribed to it in Clause 10.4;

"Company" shall have the meaning ascribed to it in Recital (A);

"Companies Act" means the Myanmar Companies Act (India Act VII 1914) and any amendment thereof;

"Deed of Ratification and Accession" means the deed in the form and on the terms set out in (A);

"Default Call Option" shall have the meaning ascribed to it in Clause 12.2.2(i);

"Default Call Option Notice" shall have the meaning ascribed to it in Clause 12.7.1;

"Default Option Completion" shall have the meaning ascribed to it in Clause 12.8.1;

"Defaulting Shareholder" shall have the meaning ascribed to it in Clause 12.2;

"Defaulting Shareholder's Shares" shall have the meaning ascribed to it in Clause 12.2.2;

"DICA" means the Directorate of Investment and Company Administration;

"Directors" means the directors from time to time of the Company, and **"Director"** means any one of them;

"Encumbrances" means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind;

"Expiry Date" shall have the meaning ascribed to it in Clause 9.2;

"Fair Market Value" means the fair market value of the Shares as determined by the Appointed Valuer pursuant to Clause 11;

"FIL" means the Foreign Investment Law;

"Insolvency Event" means in the case of a corporate Shareholder, the appointment of a liquidator, receiver, administrator or other similar officer in respect of any material part of its assets and in the case of an individual Shareholder, is bankrupted or has a receiving order made against him or makes any general composition with his creditors or takes advantage of any statute affording relief for insolvent debtors;

"MIC" means the Myanmar Investment Committee

"MMA" means MMA and EASTERN;

"Non-Allocation Notice" shall have the meaning ascribed to it in Clause 8.1.6(ii);

"Non-Defaulting Shareholder" shall have the meaning ascribed to it in Clause 12.2;

"Other Shareholders" shall have the meaning ascribed to it in Clause 8.1.3;

"Person" means any individual, firm, partnership, joint venture, corporation, limited liability company, trust, estate, unincorporated organization, association, institution, or other entity, including any relevant governmental or quasi-governmental authority (or any department, agency or political subdivision thereof;

"PET" shall have the meaning ascribed to it in Recital (A);

"PN" means Paul Nikitopoulos.

"Prescribed Terms" shall have the meaning ascribed to it in Clause 8.1.3(iii);

"Qualifying IPO" means a firm underwritten initial public offering of the Shares on a internationally recognised securities exchange acceptable to the Shareholders which satisfies the following conditions: (i) the net proceeds to the Company of the IPO (after deduction of all commissions and expenses related to such IPO) amount to at least US\$[•]; and (ii) the price per share at which the Shares are offered for subscription and/or purchase under such offering is equivalent to at least [•];

"Qualifying Sale" means a sale of all of the Shares at a price per Share of at least US\$[•]

"Sale Shares" shall have the meaning ascribed to it in Clause 8.1.3(i);

"Shares" means the ordinary shares in the issued share capital of the Company and
"Share" means any of them;

"Shareholders" mean any Person holding Shares who becomes a member of the Company and who agrees to be bound by the provisions of this Agreement through the execution of the Deed of Ratification and Accession, and **"Shareholder"** means any of them;

"Shareholders Meeting" means a meeting of the Shareholders;

"Specified Default Event" shall have the meaning ascribed to it in Clause 12.1;

"Subscription Offer" shall have the meaning ascribed to it in Clause 9.1;

"Taxation" or **"Tax"** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto;

"Tax Authority" means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation;

"Transferor" shall have the meaning ascribed to it in Clause 8.1.3;

"Transfer Notice" shall have the meaning ascribed to it in Clause 8.1.3;

"Transferor's Price" shall have the meaning ascribed to it in Clause 8.1.3(ii);

"Transferring Shareholder's Loan" shall have the meaning ascribed to it in Clause 8.2.6; and

"US\$" or "US Dollars" means the lawful currency of the United States of America; and

"Winding-Up Option Notice" shall have the meaning ascribed to it in Clause 12.7.1.

1.2 Affiliate and Control: The word **"affiliate"** means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, such person. The word **"control"** (including its correlative meanings, **"controlled by"**, **"controlling"** and **"under common control with"**) shall mean, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 percent. of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

1.3 Subordinate Legislation

References to a statutory provision include any subordinate legislation made from time to time under that provision.

1.4 Modification etc. of statutes

References to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated whether before or after the date of this Agreement, so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into in accordance with this Agreement and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated which such

provision has directly or indirectly replaced) provided that nothing in this Clause shall operate to increase the liability of any Party beyond that which would have existed had this Clause been omitted.

1.5 Clauses, Schedules, etc.

References to this Agreement include any Recitals and Schedules to this Agreement as from time to time amended and references to Clauses and Schedules are to clauses of, and schedules to this Agreement.

1.6 Headings

Headings shall be ignored in construing this Agreement.

1.7 Information

Any reference to books, records or other information means books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

2. Representations and Warranties

Each of the Parties warrants and undertakes to the other Parties that:

- 2.1** if it is a corporation, that it is duly incorporated and in good standing under the relevant laws of its jurisdiction of incorporation and if he is an individual / physical person that he has good standing at his place of citizenship, his place of domicile and international good standing;
- 2.2** it has the right, capacity and authority to enter into this Agreement and its execution and delivery of this Agreement, and the performance of the same will not contravene any agreement, investment or other form of commitment to which it is also bound;
- 2.3** the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other actions of such party under all of the laws and regulations applicable to it, and this Agreement constitutes valid and legally binding obligations enforceable against it;
- 2.4** all action will have been taken so that the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not:
 - 2.4.1** conflict with or result in a breach of its Articles or other constitutive documents;
 - 2.4.2** infringe, or constitute a default under, any instrument, contract, document or agreement to which it is a party or by which its assets are bound; and
 - 2.4.3** result in a breach of any law, rule, regulation, ordinance, order, judgment or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including without limitation, any

relevant stock exchange or securities council) to which it is a party or by which it or its assets are bound, whether in Myanmar or any other applicable jurisdiction.

- 2.5** it is not currently in and is not the subject of an application for liquidation proceedings or bankruptcy proceedings (as the case may be) nor has any receiver been appointed with respect to any of its assets by a creditor of it (if applicable).

3. The Company

3.1 Incorporation

The Parties shall, as soon as reasonably practicable after the entry into of this Agreement, work together to incorporate the Company with the details substantially as set out in Schedule 1, and cooperate with each other, assist and procure that the Company applies for an investment permit to the MIC in accordance with the FIL.

3.2 Business of the Company

The Parties shall procure that the Company shall engage in activities including the recycling of PET bottles and/or sale of baled PET bottles (the "**Business**") and such other businesses as may from time to time be approved unanimously by the Board.

3.3 Capital

Within 30 Business Days from the date of incorporation of the Company, or on such earlier date as may be required by DICA, each Party shall subscribe for Shares in the following proportions:

Shareholder	Capital Contribution (USD)	Number of Shares	Shareholding Proportion
PALMETTO		[•] Shares of which [•] shall be fully paid	50%
PTI		[•] Shares of which [•] shall be fully paid	[40]%
Eastern		[•] Shares of which [•] shall be fully paid	[10]%

3.4 Reimbursement of Pre-Incorporation Costs and Expenses

50 percent of pre incorporation expenses incurred by MMA to date will be reimbursed by Delta Capital. Other agreed pre incorporation expenses not yet incurred will be paid 50-50 by MMA and Delta Capital.

The Company shall assume 50 percent of the costs in connection with the preparation, negotiation and entry into the JVA. Delta Capital will bear the remaining 50 percent of such costs directly.

All pre incorporation expenses and any payment made by MMA and Delta Capital in that respect shall count towards the capital contributions made by each Shareholder to the Company to the extent permitted by applicable law or governmental agency.

3.5 Memorandum and Articles of the Company

The Articles of the Company shall be as agreed by the Parties and shall be in accordance with the laws of Myanmar. In the event of any discrepancy or inconsistency between the Articles and this Agreement, this Agreement shall, to the maximum extent permissible under the laws of Myanmar, prevail, and the Parties shall take all steps legally possible to amend the pertinent provisions of the Articles in order to remove such discrepancy or inconsistency or, in any case, render the Articles to be consistent with the provisions of this Agreement.

4. Management

4.1 Board of Directors

The Board shall have the authority and responsibility for defining the overall direction and strategy, profitability and growth objectives of the Company and overseeing the general management of the Company.

4.2 Number, Nomination, Appointment, Removal and Replacement of Directors

4.2.1 Unless otherwise agreed upon in writing by the Parties, the Board shall consist of 4 Directors, of which:

- (i) Palmetto shall be entitled to nominate 2 Directors;
- (ii) MMA shall be entitled to nominate 2 Directors one of which shall be appointed by MMA1 and one of which shall be appointed by MMA2

4.2.2 The right of appointment conferred on a Shareholder under Clauses 4.2.1 shall include the right of that Shareholder to remove at any time from office such person appointed by that Shareholder as a Director and the right of that Shareholder at any time and from time to time to determine the period during which such person shall hold the office of Director.

4.2.3 Each nomination or removal of a Director pursuant to this Clause shall be in writing and signed by or on behalf of the Shareholder concerned and shall be delivered to the registered office of the Company for the time being.

4.2.4 The Shareholders hereby undertake to exercise their rights, including voting rights in the general meeting of the Company, to procure the nomination, appointment

and removal of the Directors in accordance with the decisions made by the Board and the nomination of the Directors pursuant to Clause 4.2.1.

- 4.2.5** The Chairman shall be selected from among the Directors. The Chairman shall not be entitled to a second or casting vote at any meeting of the Board.

4.3 Alternate Director

- 4.3.1** Subject to the Applicable Laws, a Director shall be entitled at any time and from time to time to nominate any person to act as his alternate (the "**Alternate Director**") and to terminate the nomination of such person and in that connection the provisions of the Articles shall be complied with. The Shareholders shall, and shall procure that each Director appointed by them shall, exercise their voting rights to enable the Parties to effect the appointment or removal of any Alternate Director as nominated by a Director pursuant to this Clause.

- 4.3.2** Such Alternate Director shall be entitled while holding office as such to receive notices of meetings of the Board and to attend, speak and vote as a Director at any such meetings at which the Director nominating him is not present and generally to exercise all the powers, rights, duties and authorities and to perform all functions of his nominator as the Director nominating him. Further, such Alternate Director shall be entitled to exercise the vote of the Director nominating him at any meetings of the Board and if such Alternate Director represents more than one Director, such Alternate Director shall be entitled to one vote for every Director he represents.

4.4 Board Meetings

- 4.4.1** The Directors shall hold meetings of the Directors at such time, place and frequency as the Board may decide from time to time, provided that meetings of the Board shall be held no less than once annually.
- 4.4.2** Each of the Directors shall, subject to the Companies Act, be entitled to receive not less than 14 days' written notice of all meetings of the Directors (or such shorter period of notice in respect of any particular meeting as may be agreed jointly by all the Directors) specifying the date, time and place of the meeting and the business to be transacted thereat.
- 4.4.3** The quorum at a meeting, or adjourned meeting, of Directors necessary for the transaction of any business of the Company shall be any 3 Directors. In the event that a meeting of Directors duly convened cannot be held for lack of quorum, the meeting shall be adjourned to the same time and day of the following week and at the same place and at least 3 business days' notice shall be given to the Directors in relation to such adjourned meeting.
- 4.4.4** Subject to Clause 4.4.5, all resolutions of the Board at a meeting or adjourned meeting shall be adopted by a simple majority vote of the Directors present. For the avoidance of doubt, each Director shall be entitled to one vote. Subject to any

additional requirements specified by the Companies Act and Clause 4.4.5, the Shareholders hereby undertake to and with each other that none of the Reserved Matters set out in 0 shall be taken by the Company unless with the prior written approval of all Directors.

4.4.5 A resolution in writing signed by of the Directors for the time being or their alternates shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors. The expressions "in writing" and "signed" include approval by wireless or facsimile transmission.

4.4.6 The Directors may participate in a meeting of the Directors by means of a conference telephone or a video conference telephone or similar communications equipment by which all persons participating in the meeting are able to hear and be heard by all other participants without the need for a Director to be in the physical presence of another Director(s) and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum under Clause 4.4.3 at all times during such meeting, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A meeting conducted by means of a conference telephone or a video conference telephone or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

4.5 Appointment of Key Management Officers

4.5.1 The Board shall be entitled to appoint, replace and/or remove from time to time any person as key management officers of the Company. The key management officers shall be responsible for the development of business strategy, human resources, enter contracts which are in the ordinary course of business, capital expenditure of up to US\$50,000 unless otherwise approved by the Board in its annual budget.

4.5.2 PN shall initially hold the position of Managing Director of the Company and shall report to the Board.

4.5.3 The key management officers of the Company, who shall all report to the Managing Director and the Board, shall include the following personnel: Chief Accountant or Chief Financial Officer

(General Meetings

5.1 Quorum and Voting

- 5.1.1** A general meeting of Shareholders shall be held no less than once annually. Unless longer notice is required by law, each Shareholder shall be entitled to receive not less than 14 days' written notice of all general meetings (or such shorter period of notice in respect of any particular meeting as may be agreed by all the Shareholders) specifying the date, time and place of the meeting and the business to be transacted thereat.
- 5.1.2** The quorum at a general meeting, or adjourned meeting, of the Company necessary for the transaction of any business of the Company shall consist of corporate representatives of the Shareholders (where the Shareholder is an entity) or the Shareholder in person or by proxy holding at least 51 percent of the Shares present in person or by proxy. In the event that a general meeting of the Company duly convened cannot be held for lack of a quorum, the meeting shall be adjourned to the same time and day of the following week and at the same place and at least three business days' notice shall be given to the Shareholders in relation to such adjourned meeting.
- 5.1.3** Subject to any additional requirements specified by the Companies Act, all resolutions of the Shareholders shall be adopted by a majority vote of the Shareholders present, voting and holding together more than 51 percent of the Shares and on the basis that each Share will carry one vote.
- 5.1.4** A resolution in writing signed by the Shareholders holding a majority of all of the Shares shall be as valid and effectual as if it had been passed at a general meeting duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more of the Shareholders. The expressions "in writing" and "signed" include approval by wireless or facsimile transmission.
- 5.1.5** The Shareholders may participate in a general meeting by means of a conference telephone or a video conference telephone or similar communications equipment by which all persons participating in the meeting are able to hear and be heard by all other participants without the need for a Shareholder to be in the physical presence of another Shareholder(s) and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Shareholders participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum under Clause 5.1.2 at all times during such meeting, all resolutions agreed by the Shareholders in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Shareholders duly convened and held. A meeting conducted by means of a conference telephone or a video conference telephone or similar communications equipment as aforesaid is deemed to be held at the place agreed upon by the Shareholders attending the meeting, provided that at least one of the Shareholders present at the meeting was at that place for the duration of the meeting.

5. Dividend Policy

- 6.1** Subject to any applicable laws and regulations, the requirements of the Company, cash availability and the appropriation of such reasonable and proper reserves including allowance for future capital expenditure, working capital and repayments of amounts borrowed as the Board may deem fit, the Shareholders agree and shall procure that 100 percent of any Available Profits in respect of each fiscal year of the Company shall be applied by the Company in payment of dividends in accordance with the Articles of the Company as soon as reasonably practicable.
- 6.2** For the purpose of this Clause 6, "**Available Profits**" in respect of any fiscal year means all profits available to the Company for distribution as dividends pursuant to applicable laws, less any accumulated losses incurred in the past by the Company.

6. Information Rights

- 7.1** Shareholders shall be entitled to receive the following from the Company:
- 7.1.1** Quarterly unaudited management accounts and commentary on the forecast for the full year within **[15]** days after the end of each quarter; annual unaudited management accounts within **[30]** days after end of the relevant fiscal year;
 - 7.1.2** Audited accounts within 90 days after the end of the relevant fiscal year;
 - 7.1.3** Detailed draft budget for the following fiscal year **[one]** month before the end of each fiscal year; and
 - 7.1.4** Any additional information which a Shareholder may reasonably require.
- 7.2** Shareholders may at all reasonable times and during normal office hours discuss the affairs, finances and accounts with the Company's officers and inspect and make copies of all books, records, documents relating to the business of the Company.

7. Transfer of Shares

8.1 Restriction on Transfer

- 8.1.1** Subject to Clause 8.3, no Shareholder shall transfer all or any part of the Shares held by it or otherwise sell, dispose of or deal with all or any part of its interest in such Shares unless and until the rights of pre-emption conferred by this Clause 8.1 have been exhausted.
- 8.1.2** No Shareholder shall, without the prior written consent of the other Shareholders, create or have outstanding any pledge, lien, charge or other Encumbrance or security interest on or over any of its Shares or any part of its interest in such Shares.
- 8.1.3** Subject to Clause 8.3, every Shareholder who desires to transfer any Share or Shares (the "**Transferor**") shall give to the Company and the other Shareholders

(the "**Other Shareholders**") notice in writing of such desire (a "**Transfer Notice**"), which notice shall specify:

- (i) the number of Shares proposed to be sold and transferred (the "**Sale Shares**");
- (ii) the price fixed by the Transferor for the sale of each such Sale Share (the "**Transferor's Price**");
- (iii) the other terms and conditions of such sale (if any) (the "**Prescribed Terms**"); and
- (iv) if the Transferor so chooses, the identity of the person to whom the Transferor proposes to transfer such Shares (the "**Buyer**").

8.1.4 Subject as hereinafter mentioned, a Transfer Notice shall constitute an offer by the Transferor for the sale of the Sale Shares to the Other Shareholders at the Transferor's Price and on the Prescribed Terms (if any). Subject to Clause 8.1.7, a Transfer Notice shall not be revocable except with the sanction of the Board.

8.1.5 The Company shall forthwith by notice in writing inform the Other Shareholders of the number and price of the Sale Shares and invite the Other Shareholders to apply in writing to the Company within 21 days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the Sale Shares as it shall specify in such application.

8.1.6 If the Other Shareholders within the said period of 21 days apply for all of the Sale Shares, the Board shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro-rata (as nearly as possible) to the paid amount of the existing Shares held by the applicants as nearly as the circumstances admit provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by it as aforesaid; and the Company shall forthwith:

- (i) give notice of such allocations (an "**Allocation Notice**") to the Transferor and to the Other Shareholders to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being subject to the Shareholders having obtained the requisite approvals under Clause 8.2 at which the sale and purchase of the Sale Shares so allocated shall be completed; or
- (ii) if none of the Other Shareholders have applied for the Sale Shares, give notice of the same (a "**Non-Allocation Notice**").

8.1.7 If a Non-Allocation Notice is given by the Company or if not all and only some of the Sale Shares have been purchased and if the Other Shareholders do not, on a collective basis, apply to purchase all the Sale Shares, the Transferor shall, subject to Clause 8.1.9, be entitled to sell all the Sale Shares, in accordance with, and within the three-month period specified in, Clause 8.1.9.

- 8.1.8** Subject to Clause 8.1.7 and the requirements of any approval granted in accordance with Clause 8.2, the Transferor shall be bound to transfer the Sale Shares comprised in an Allocation Notice to the purchasers named therein at the time and place therein specified by the delivery of duly executed transfer forms together with the relative share certificates in respect of such Sale Shares and, if it shall fail to do so, a person appointed by the Board shall be deemed to have been appointed attorney of the Transferor with full power to execute, complete and deliver, in the name and on behalf of the Transferor, transfers of the Sale Shares to the purchaser thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon its name being entered in the register of members of the Company as the holder by transfer of the Sale Shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Transferor.
- 8.1.9** During the three months following the date of the issuance of the requisite approvals in accordance with Clause 8.2 for the transfer of the Sale Shares as indicated in the Allocation Notice or the Non-Allocation Notice (as the case may be), the Transferor shall be at liberty to transfer any Sale Share not purchased by the Other Shareholders (or where Clause 8.1.7 applies, all of the Sale Shares) to the Buyer and to no other party and at such price being no less than the Transferor's Price and on terms not more favourable than the Prescribed Terms (if any), except that the Transferor may provide representations, warranties, covenants and indemnities customary for such transfer to the Buyer.

8.2 Conditions of Transfers

Notwithstanding any of the provisions of this Agreement to the contrary, the Company shall not register any transfer of its Shares unless and until:

- 8.2.1** the MIC has extended its approval for the transfer of Shares to the relevant transferee (including the transferee designated in accordance with Clause 8.3, Buyer or the Other Shareholders, as the case may be) on the terms and conditions upon which the transfer is to take place;
- 8.2.2** all other relevant Authorities have extended their approval for the transfer of the Shares to the relevant transferee and the terms and conditions upon which the transfer is to take place;
- 8.2.3** all stamp duties payable in respect of the transfer of the Shares have been paid;
- 8.2.4** where Shares are transferred to any transferee, such transferee (if not already party to this Agreement) executes and delivers to each of the other Shareholders a Deed of Ratification and Accession under which such transferee shall agree to be bound by and shall be entitled to the benefit of this Agreement as if an original party hereto in place of, or in addition to, the transferring Shareholder;

8.2.5 upon the delivery to the Company of such Deed of Ratification and Accession executed by such transferee and the registration of the Shares in the name of such transferee, such transferee shall be bound by and shall be entitled to the rights and benefits of this Agreement in respect of such Shares; and

8.3 Permitted Transfers

For the avoidance of doubt, a transfer of Shares by a Transferor to an affiliate or a transfer of Shares between MMA and EASTERN need not comply with the provisions of Clause 8.1 but prior written notice to the Other Shareholders shall be required.

8.4 General

8.4.1 Any transfer of Shares that is not made in substantial compliance with the provisions of this Clause 7 shall be null and void.

8.4.2 The transferring Shareholder and the relevant transferee shall use their best endeavours to promptly obtain the approval of the MIC, as well as all necessary consents and approvals required by applicable law and regulations or any other person, to effect any transfer of Shares in accordance with the terms of this Agreement (including but not limited to any transfer under this Clause 7), and the other Shareholders (other than the transferring Shareholder) shall extend their full co-operation and assistance, as may be reasonably requested by the transferring Shareholder and the relevant transferee, in respect of the same.

8. Issuance of New Shares

9.1 The Shareholders shall take such steps for the time being within their power to procure that any unissued Shares or issuance of new or additional Shares shall before issue be offered for subscription in the first instance to each of the Shareholders pro-rata (as nearly as possible) to the paid amount of the existing Shares held by the applicants as nearly as the circumstances admit and in accordance with the Articles (each offer to a Shareholder being a "**Subscription Offer**" and all such offers being the "**Subscription Offers**").

9.2 Subject to Clause 9.3, a Subscription Offer may be accepted by the relevant Shareholder in whole or in relation to only some of the new Shares offered and failing such acceptance shall be deemed to be declined on the expiry of 21 days after the date of notice of the Subscription Offer ("**Expiry Date**").

9.3 Where a Subscription Offer is declined in whole or in part or deemed to have been declined by a Shareholder, the other Shareholders who have subscribed for their full entitlement shall for a further period of 14 days following the Expiry Date have the option but not the obligation to subscribe for all the Shares declined or deemed to have been declined by that Shareholder.

9.4 For the avoidance of doubt, if the Shares declined or deemed to have been declined in Clause 9.3 are not so accepted within 14 days following the Expiry Date, such Subscription Offer in respect of these Shares shall be deemed to have been declined and Clause 9.5 shall apply.

- 9.5 Any Shares not accepted for purchase under Clause 9.2 above may be offered for subscription to non-Shareholders on terms and conditions not more favorable than those comprised in the Subscription Offer for a period not exceeding 30 days from the date when the Subscription Offer is declined or deemed to have been declined, as the case may be.

9. **Exit**

- 10.1 If a Qualifying IPO or Qualifying Sale does not occur by 18 May 2021, Palmetto has the right but not the obligation to require the Company and the other Shareholders proceed to undertake either a Qualifying IPO or a Qualifying Sale. Palmetto may exercise such right at any time thereafter by giving written notice to the other Shareholders and the Company specifying its intention to exercise its right to require the Company and the other Shareholders undertake either a Qualifying IPO or a Qualifying Sale.
- 10.2 In the event that Palmetto has provided the written notice to the other Shareholders and the Company pursuant to Clause 10.1 above, the Company shall engage an internationally recognized investment bank (the identity of which to be mutually agreed between the Shareholders, acting reasonably and in good faith) to effect the Qualifying IPO or Qualifying Sale.
- 10.3 If the investment bank selected by the Parties pursuant to Clause 10.2 above determines that a Qualifying IPO or Qualifying Sale is not reasonably possible under the relevant market conditions then prevailing, then no further action by the Company or the other Shareholders shall be necessary. However, Palmetto retains the right to require a Qualifying IPO or Qualifying Sale be effected within a period of 12 months from such determination by an investment bank and in such case, the procedure prescribed in Clauses 10.1 and 10.2 shall apply.
- 10.4 If the investment bank selected by the Parties pursuant to Clause 10.2 above determines that a Qualifying IPO or Qualifying Sale is possible but the other Shareholders ("**Buyout Shareholders**") do not wish to proceed with a Qualifying IPO or Qualifying Sale (as the case may be), then Palmetto shall be entitled, by written notice, to require that either (i) the Buyout Shareholders shall purchase all of the Shares held by Palmetto at Fair Market Value or (ii) the Company shall redeem all of the Shares held by Palmetto at Fair Market Value.
- 10.5 In the event that Palmetto requires that the Buyout Shareholders shall purchase all of the Shares held by Palmetto pursuant to Clause 10.4:
- 10.5.1 the Buyout Shareholders shall be obliged to buy all of Palmetto's Shares pro-rated based on each Buyout Shareholder's respective shareholding percentage;
- 10.5.2 Palmetto shall be entitled to appoint the Appointed Valuer to determine the Fair Market Value in accordance with Clause 12.3;
- 10.5.3 completion of the sale and purchase of Palmetto's Shares (the "**Buyout Completion**") shall take place at the registered office for the time being of the Company (or such other place as the Shareholders may agree in

writing) on the date falling [30] days from the determination of the Fair Market Value or the approval by the MIC in respect of the sale and purchase, whichever is the later.

10.6 On the Buyout Completion:

10.6.1 Palmetto shall deliver to the Buyout Shareholders duly executed transfer forms in favour of each Buyout Shareholder in respect of each Buyout Shareholder's pro-rata share of Palmetto's Shares together with the share certificates in respect of Palmetto's Shares; and

10.6.2 each Buyout Shareholder shall pay the purchase price for Palmetto's Shares in a designated currency by way of a cashier's order or bankers' draft drawn on a licensed bank in Myanmar and made out in favour of Palmetto.

10.7 The Shareholders shall use their best endeavours to promptly obtain the approval of the MIC, as well as all necessary consents and approvals required by applicable law and regulations or any other relevant person, to effect the transfer of Shares hereunder. In this respect, any director of Palmetto shall be deemed to have been appointed attorney of the Buyout Shareholders with full power to execute, complete and deliver, in the name and on behalf of the Buyout Shareholders, all documents and instruments that may be necessary to effect the transfer of shares (including but not limited to any applications that are to be made to MIC or other Authorities in respect of such transfer).

10.8 In the event Palmetto elects for that the Company shall redeem all of the Shares held by Palmetto pursuant to Clause 10.4:

10.8.1 Palmetto shall be entitled to appoint the Appointed Valuer to determine the Fair Market Value in accordance with Clause 12.3; and

10.8.2 each of the Shareholders hereby undertakes to exercise all their voting rights in the Company, execute, and procure that the Directors nominated by the execute, all necessary documents and resolutions and do all other things necessary to effect such redemption (including using best endeavours to promptly obtain the approval of the MIC, as well as all necessary consents and approvals required by applicable law and regulations or any other person). In this respect, any director of Palmetto shall be deemed to have been appointed attorney of the Buyout Shareholders with full power to execute, complete and deliver, in the name and on behalf of the Buyout Shareholders, all documents and instruments that may be necessary to effect the redemption of Palmetto's Shares (including but not limited to any applications that are to be made to MIC or other Authorities in respect of such redemption).

10. Finance for the Company

The provision and manner of any additional finance required by the Company shall be determined by the Board, provided always that the Shareholders are not obliged to contribute any or all additional funds required by the Company.

11. Default

12.1 A "**Specified Default Event**" in relation to any Shareholder means any of the following:

12.1.1 it commits a material breach of this Agreement and either (1) the breach is not capable of being remedied or (2) the defaulting Shareholder does not remedy that breach within [30] business days;

12.1.2 it is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its general pool of creditors with a view to rescheduling any of its indebtedness;

12.1.3 in respect of a corporate Shareholder, any corporate action, legal proceedings or other procedure or step is taken by it in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation;
- (ii) a composition, assignment or arrangement of its general pool of creditors;
- (iii) it suffers an Insolvency Event; or
- (iv) enforcement of any security over any material part of its assets; or

12.1.4 in respect of an individual shareholder:

- (i) such Shareholder dies or suffers an incapacity or is convicted of any criminal offence involving moral turpitude; or
- (ii) such Shareholder suffers an Insolvency Event.

12.2 Where any Specified Default Event occurs in relation to any Shareholder (the "**Defaulting Shareholder**"),

12.2.1 Palmetto (in the event where the Defaulting Shareholder is any of MMA or EASTERN);

12.2.2 MMA jointly (in the event that where the Defaulting Shareholder is Palmetto),

(the "**Non-Defaulting Shareholder**") shall, without prejudice to any other rights and remedies which the Non-Defaulting Shareholder may have at law or otherwise, be entitled to:

- (i) call option (the "**Default Call Option**"), being the rights of any or all of the Non-Defaulting Shareholders to require the Defaulting Shareholder to sell to such Non-Defaulting Shareholder free from all Encumbrances and with all rights and benefits attaching thereto, all (and not some only) of the Shares held by the Defaulting Shareholder for the time being in the capital

of the Company (the "**Defaulting Shareholder's Shares**") on the terms and subject to the conditions contained therein; or

- (ii) serve a notice to the Defaulting Shareholder and the Company to effect a voluntary winding-up of the Company.

12.3 The Non-Defaulting Shareholder shall also be entitled to require the appointment of one of the Big Four Accounting Firms or internationally recognized investment bank to act as the professional valuer (the "**Appointed Valuer**") for the purpose of determining the Fair Market Value. The Appointed Valuer shall be appointed by agreement between the Defaulting Shareholder and the Non-Defaulting Shareholder within 14 days of the Defaulting Shareholder's receipt of the Default Call Option Notice and failing agreement, the Appointed Valuer shall be [].

12.4 In determining the Fair Market Value, the Appointed Valuer shall make the following assumptions or bases:

12.4.1 That the Defaulting Shareholder's Shares are the subject of an arm's length sale between a willing vendor and a willing purchaser;

12.4.2 that, if the Company shall at the time of such determination be carrying on business as a going concern, it would continue to do so with its assets being valued accordingly; and

12.4.3 that the Defaulting Shareholder's Shares are capable of transfer without restriction, and so that if any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Appointed Valuer in such manner as it shall in its absolute discretion deem fit. The Appointed Valuer shall deliver its certificate as to the Fair Market Value to all Shareholders within a period of 45 days after the date of its appointment.

12.5 The Appointed Valuer shall act hereunder in the determination of the Fair Market Value as expert and not as arbitrator and its determination shall be final and binding on all persons concerned and in the absence of fraud, the Appointed Valuer shall be under no liability to any such person by reason of its determination or certificate or by anything done or omitted to be done by them for the purposes thereof or in connection therewith. The costs and expenses of the Appointed Valuer shall be borne by the Defaulting Shareholder.

12.6 The purchase price for each of the Defaulting Shareholder's Shares shall be the sum equal to the Fair Market Value.

12.7 In the event that:

12.7.1 a Specified Default Event occurs, the Non-Defaulting Shareholder may exercise the Default Call Option by serving a notice in the form of Appendix A (the "**Default Call Option Notice**") on the Defaulting Shareholder within a period of [60] days from the date of the Appointed Valuer's certificate (the "**Appointed Valuer's Certificate**") or require the Company to effect a voluntary winding-up of the

Company by serving a notice on the Company and the other Shareholders ("**Winding-Up Option Notice**") within a period of **[60]** days from the date of the Specified Default Event.

12.7.2 The Defaulting Shareholder shall, upon receiving a Default Call Option Notice from the Non-Defaulting Shareholder, sell to the Non-Defaulting Shareholder free from all Encumbrances and with all rights and advantages attaching thereto, the Defaulting Shareholder's Shares. However, in case competition arises as between 2 or more Non-Defaulting Shareholders who have served valid Default Call Option Notices on the Defaulting Shareholder within the said **[60]**-day period, the Defaulting Shareholder's Shares shall be pro-rated among such Non-Defaulting Shareholders according to their shareholding percentages. The Shareholders shall use their best endeavours to promptly obtain the approval of the MIC, as well as all necessary consents and approvals required by applicable law and regulations or any other person, to effect the transfer of Shares hereunder. In this respect, any director of the Non-Defaulting Shareholder shall be deemed to have been appointed attorney of the Defaulting Shareholder with full power to execute, complete and deliver, in the name and on behalf of the Defaulting Shareholder, all documents and instruments that may be necessary to effect the transfer of shares (including but not limited to any applications that are to be made to MIC or other Authorities in respect of such transfer).

12.7.3 Upon receiving the Winding-Up Option Notice, each Shareholder hereby undertakes to exercise all their voting rights in the Company, execute, and procure that the Directors nominated by the execute, all necessary documents and resolutions and do all other things necessary to effect the liquidation and dissolution of the Company and the winding-up of its business and affairs as rapidly as commercially reasonable (including using best endeavours to promptly obtain the approval of the MIC, as well as all necessary consents and approvals required by applicable law and regulations or any other person).

12.8 Default Option Completion

12.8.1 Completion of the sale and purchase of the Defaulting Shareholder's Shares (the "**Default Option Completion**") pursuant to the exercise of a Default Call Option shall take place at the registered office for the time being of the Company (or such other place as the Transferor and transferee may agree in writing) on the date falling **[30]** days from the date of the Default Call Option Notice or the approval of the MIC in respect of the sale and purchase, whichever is the later.

12.8.2 On the Default Option Completion:

- (i) the Transferor shall deliver to the transferee a duly executed transfer form in favour of the transferee together with the share certificates in respect of the Defaulting Shareholder's Shares; and
- (ii) the transferee shall pay the purchase price for the Defaulting Shareholder's Shares in a designated currency by way of a cashier's

order or bankers' draft drawn on a licensed bank in Myanmar and made out in favour of the Transferor.

12.8.3 If the Default Call Option is exercised and the Defaulting Shareholder fails to transfer the Defaulting Shareholder's Shares to the Non-Defaulting Shareholder on the Default Option Completion in accordance with Clauses 12.8.2, any director of the Non-Defaulting Shareholder shall be deemed to have been appointed attorney of the Defaulting Shareholder with full power to execute, complete and deliver, in the name and on behalf of the Defaulting Shareholder, transfers of the Defaulting Shareholder's Shares to the Non-Defaulting Shareholder against payment of the purchase price for such Shares to the Company. On payment of the purchase price to the Company, the Non-Defaulting Shareholder shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer of such Shares the Non-Defaulting Shareholder shall be entitled to insist upon its name and/or its nominees' names being entered in the Company's Register of Members as the holder by transfer of such Shares. The Non-Defaulting Shareholder shall procure that the Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold such price in trust for the Defaulting Shareholder.

12.8.4 The restrictions on transfer of shares contained in Clause 8 and the Articles shall not apply to the sale and transfer of the Defaulting Shareholder's Shares pursuant to any exercise of a Default Call Option.

12. Deadlock

13.1 In the event that:

13.1.1 in relation to any Reserved Matter, the approval of all the Directors for that Reserved Matter cannot be obtained after a period of 60 days or after three successive attempts, whichever is the earlier; or

13.1.2 a resolution of the Directors or the Shareholders for the transaction of any business of the Company cannot be obtained after a period of 60 days or after three successive attempts, whichever is the earlier; or

13.1.3 a general meeting of Shareholders or a meeting of the Directors cannot be convened because of the absence of the requisite quorum, after a period of 60 days or after three successive attempts, whichever is the earlier,

the Shareholders shall refer the matter which is the subject of the approval under Clause 13.1.1, or the matter which was to have been discussed at the general meeting of Shareholders or the meeting of the Directors under Clause 13.1.2 or 13.1.3 (as the case may be) to a mediator for resolution. If such mediation is not successful after [30] days, then a deadlock shall be deemed to arise and the Shareholders shall immediately upon the occurrence of any deadlock consider whether to make an offer for all of Palmetto's or MMA's Shares (as the case may be). If no such offer is made by either of Palmetto or MMA for the other's Shares or if the offer is not accepted within 30 days from the occurrence of the

deadlock, the Shareholders agree to exercise their respective best efforts to cooperatively take such steps and shall use their best endeavours to promptly obtain the approval of the MIC as well as all necessary consents and approvals required by applicable law and regulations or any other person, as may be necessary to liquidate and dissolve the Company, and wind-up its business and affairs as rapidly as is commercially reasonable.

13. General Obligations of Shareholders

Each Shareholder shall take all steps necessary on its part to give full effect to the provisions of this Agreement and to procure (so far as it is able by the exercise of voting rights or otherwise so to do) that the Company and the Directors nominated by the relevant Shareholders in accordance with Clause 4.2.1 shall perform and observe the provisions of this Agreement.

14. Duration and Termination

15.1 Subject to Clause 15.3, this Agreement shall take effect from the date hereof and continue thereafter and on the transfer by any Shareholder of the entirety of its Shares, it shall be released from all its obligations hereunder (other than under Clause 16), but if at that time there are 2 or more Shareholders bound by the provisions of this Agreement, this Agreement shall continue in full force and effect as between the Company and the continuing Shareholders.

15.2 The termination of this Agreement from any cause shall not release any Party from any liability which at the time of termination has already accrued, or which thereafter may accrue.

15.3 This Agreement shall terminate on the earlier of the occurrence of (i) a Qualifying IPO or Qualifying Sale; (ii) the Shareholders' unanimous agreement to terminate this Agreement or (iii) the winding-up of the Company.

15. Confidentiality

16.1 Communications Confidential

All communications between the Company and the Shareholders or any of them and all information and other material supplied to or received by any of them from any one or more of the others which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone, or to be used by the recipient only for the benefit of the Company, any information concerning the business transactions or financial arrangements of the Company or of the Shareholders or any of them, or of any person with whom any of them is in a confidential relationship with regard to the matter in question coming to the knowledge of the recipient shall be kept confidential by the recipient and shall be used by the recipient solely and exclusively for the benefit of the Company unless:

16.1.1 the disclosure or use is required by law, any regulatory body or any recognised stock exchange on which the shares of any Shareholder are listed;

- 16.1.2** the disclosure or use is required to vest the full benefit of this Agreement in any Party;
 - 16.1.3** the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a Tax Authority in connection with the Tax of the disclosing Party;
 - 16.1.4** the disclosure is made to professional advisers of any Party on terms that such professional advisers or any potential investors undertake to comply with the provisions of Clause 15 in respect of such information as if they were a party to this Agreement;
 - 16.1.5** the disclosure is required by Delta Capital to disclose to its investment committee or its investors pursuant to the provisions of (i) any internal policies or controls of MOF or (ii) any investment management arrangements which apply to MOF or Delta Capital (and/or which MOF and/or Palmetto is a party to)
 - 16.1.6** the information becomes publicly available (other than by breach of this Agreement);
 - 16.1.7** the Party whose information is to be disclosed or used has given prior written approval to the disclosure or use; or
 - 16.1.8** the information is independently developed by the recipient,
- provided that prior to disclosure or use of any information pursuant to Clauses 16.1.1, 16.1.2 or 16.1.3, the Party concerned shall promptly notify the other Party of such requirement with a view to providing that other Party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

16.2 Shareholders' Obligations

The Shareholders shall procure the observance of the abovementioned restrictions by the Company and shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only their employees and directors and professional advisers and those of the Company whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.

16.3 Obligations to Continue

The obligations contained in this Clause 16 shall endure, even after the termination of this Agreement, without limit in point of time except and until any confidential information enters the public domain as set out above.

16. Service Agreement

The key management officers of the Company shall enter into a service agreement (substantially in the form attached hereto as Exhibit __) including terms of confidentiality and non-compete.

17. Notices

- 17.1** All notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by international courier with recorded delivery and marked for the attention of such person, or by e-mail addressed to the intended recipient thereof at its address or at its e-mail address set out below (or to such other address or e-mail address as a Party may from time to time duly notify the other). The addresses and e-mail addresses of the Parties for the purpose of this Agreement are:

PALMETTO

Attn: [•]
PO Box 957
Offshore Incorporations Centre
Road Town
Tortola BVI

[MMA]

Attn: Secretary
Trust Company Complex
Ajeltake Road, Ajeltake Island
Majuro, Republic of the Marshall Islands
MH 96969

[EASTERN]

Attn: Managing Director
Diamond Condo
Tower –E
Kamayut Township
Yangon, Myanmar

- 17.2** Any such notice or communication shall be deemed to have been duly served:

17.2.1 if given or made by letter, immediately if hand delivered or the date of delivery confirmed by the postal receipt after sending by international courier; and

17.2.2 if sent by email, when the sender receives an automated message confirming delivery, provided that where such delivery or transmission occurs after 5 p.m. on

a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day.

18. General

18.1 Whole Agreement

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement. Amendments and modifications of this Agreement shall be valid only if agreed in writing and signed by the Parties hereto; this formal requirement may only be waived in writing.

18.2 Survival of Rights, Duties and Obligations

Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

18.3 Announcements

None of the Parties shall divulge to any third party (except to their respective professional advisers or their respective shareholders and to any stock exchange or other regulatory body or except as required by applicable law) any information regarding the existence or subject matter of this Agreement, or any other agreement referred to in, or executed in connection with, this Agreement, without the prior agreement of the other Parties.

18.4 No Partnership

The relationship between the Shareholders shall not constitute a partnership, pooling arrangement, agency or formal business organization of any kind, except as specifically set forth herein. No Shareholder has the power or the right to bind, commit or pledge the credit of the other Shareholders or the Company. The parties shall be independent contractors with each other for all purposes at all times and no party shall act as or hold itself out as agent for the other, unless so designated in a separate agreement, nor shall any party create or attempt to create liabilities for the other party. Any of the parties has no right to circumvent any of the terms of this Agreement, directly or indirectly.

18.5 Indulgence, Waiver, etc.

No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it.

18.6 Time of the Essence

Time shall be of the essence of this Agreement, both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement.

18.7 Assignment

Save as specifically provided in this Agreement, no Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of the other Parties. For the avoidance of doubt, such prior written consent may only permit the Party to assign, transfer, charge or otherwise deal with, grant, declare or dispose of any right to another party but not its obligation.

18.8 Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

18.9 Severance

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this Agreement unless the business purpose of this Agreement is substantially frustrated thereby.

18.10 Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document.

18.11 Rights of Third Parties

A Person who is not a Party has no right to enforce any term of this Agreement.

18.12 Governing Law and Arbitration

18.12.1 This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

18.12.2 Any dispute arising out of or in connection with this Agreement, including any question as to the validity, existence or termination of this Agreement and/or this Clause 18.12.2, shall be resolved by arbitration in Singapore conducted in English

by a single arbitrator pursuant to the rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause.

Schedule 1
Details of the Company

Name: [•]

Registered Office: [•]

Place of incorporation: Myanmar

Status: Foreign Company as defined under Section 2B of the Companies Act

Authorised Share Capital: US\$[•] divided into [•] shares of US\$[•] each

Fiscal Year: April 1 to March 31 (provided that the first fiscal year of the Company shall commence on the date of incorporation of the Company and end on March 31 of the immediately following year)

Shareholders

Name	Number of and class of Shares	Shareholding Percentage
[PALMETTO]	[•]	50%
[PTI]	[•]	40%
[EASTERN]	[•]	10%

[

Schedule 2
Reserved Matters

1. Material change in the nature and/or scope of business and operations of the Company.
2. Any amendment or alteration of the Articles.
3. The dissolution, liquidation or winding up of the Company.
4. Any amalgamation or reconstruction of the Company, or any merger of the Company with any corporation, firm or other body.
5. Any public offering or listing or quotation of the shares or other equity of the Company on any stock exchange.
6. Any sale, lease or other disposition or any pledge or mortgage of all or substantially all of the assets of the Company.
7. Any increase, reduction or other change in the Company's share capital or capital structure including any issue or allotment of shares of the Company.
8. Any borrowings or issuing of any guarantees or provision of any indemnity or undertaking by the Company, other than approved or contemplated in the annual business plan and annual budget.
9. Expenditures by the Company other than approved in the annual budget that as a single transaction or in a series of transactions of a value above US\$50,000 per item or above US\$50,000 in aggregate in any 12 month period.
10. Appointment of auditor of the Company.
11. The establishment of any bonus, profit sharing, share option or other incentive scheme for any director or employee of the Company.
12. Any declaration or payment of any dividends or other distribution of profits by the Company.

Schedule 3 Deed of Ratification and Accession

This Deed of Ratification and Accession is made and issued on [•] by [•] (the "**Transferee**"), a company incorporated in [•] with its registered office at [•] in favour of and for the benefit of each and all of the following (other than the Transferor (as herein defined)):

the parties to the Joint Venture Agreement dated [•] (the "**JVA**") made between [•], [•], [•] and [•] in relation to [•] (the "**Company**"); and

all persons and corporations who are or subsequently become shareholders of the Company.

Whereas:

- (A) The parties to the JVA have agreed thereunder to regulate the affairs of the Company and to carry out the Business (as defined therein).
- (B) The Transferee is the transferee of [*state the number of shares*] shares (the "**Transferred Shares**") in the issued capital of the Company by virtue of the instrument(s) of transfer in respect thereof executed by [*state the name of the Transferor*] (the "**Transferor**").
- (C) By the terms of the JVA, it is a condition precedent to the registration of the Transferred Shares in the name of the Transferee that the Transferee executes this Deed.

Now this Deed Witnesses as follows:

- 1. In this Deed, all references to the "**JVA**" means the Joint Venture Agreement referred to in sub-paragraph (1) above and includes all amendments, additions and variations thereto agreed between the parties thereto as contained or evidenced by the following documents:

[state the documents, if any]

- 2. The Transferee hereby covenants and agrees with each of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed:
 - 2.1 that in consideration of and upon the registration in the Company's Register of Members of the Transferee as the holder of the Transferred Shares, the Transferee will as from the date of the registration of the Transferee as holder of the Transferred Shares, be bound by, and be entitled to the benefit of, all the terms and conditions of the JVA which are applicable to it as a Shareholder (as defined in the JVA) in all respects as if it had been a party thereto; and
 - 2.2 that this Deed is enforceable against the Transferee by any of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed.

3. For the purpose of Clause 17 of the JVA, the address and facsimile number of the Transferee is:

Phone No.: [•]

Fax No.: [•]

Mobile No.: [•]

Email: [•]

4. Save as may be expressly provided in the JVA, nothing in this Deed shall operate to release or discharge the Transferor from any of the Transferor's obligations and liabilities under the JVA.
5. This Deed shall be governed by, and construed in accordance with, the laws of Myanmar.

In Witness Whereof this Deed has been entered into on the date stated at the beginning.

The Transferee

The Common Seal of

[•]

was hereunto affixed in the presence of:

Director

Director/Secretary

Appendix A
Default Call Option Notice

To : **[Name of Defaulting Shareholder]**

From : **[Name of Non-Defaulting Shareholder]**

We refer to the Joint Venture Agreement (the "JVA") dated [●] made between you, us, the Company and **[name of the other Non-Defaulting Shareholder(s)]**. Terms defined in the JVA have the same meaning herein.

We hereby give you notice that we require you to sell to us in accordance with the terms and conditions of the Default Call Option, the Defaulting Shareholder's Shares, such sale to be completed on the date specified in Clause 12.7.1 of the JVA.

Yours faithfully

for and on behalf of

[Name of Non-Defaulting Shareholder]

By : _____

Name : _____

Title : _____

Date : _____

In witness whereof this Agreement has been entered into on the date stated at the beginning.

[PALMETTO]

SIGNED by [•]

in the presence of:

Witness' signature

Name:

Address:

[MMA]

SIGNED by [•]

in the presence of:

Witness' signature

Name:

Address:

[EASTERN]

SIGNED by [•]

in the presence of:

Witness' signature

Name:

Address:

COMMERCIAL PLASTICS COMPANY LIMITED

LIST OF DIRECTORS

Schedule - 1

Sr No.	Nime	Nationality/ PP. No	Position	No of shares taken	Address
1	Palmetto Vantures Limited (Represented By) Ms.Alexandra Vanderschelden	Incorporated In British Virgin Island American PP .No 488180959		50%	8clos des, Braconniers 1410, Waterloo, Belgium.
2	PTI Limited (Represented By) Mr.Paul Polyvios Nikitopoulos	Incorporated In Marshall Island American PP .No 488180959	Managing Director	40%	238 Pine St, Lowell, MA 01851 USA.
3	Eastern Plastics Myanmar Co.,Ltd (Represented By) U Kyaw Htet Aung	Incorporated In Myanmar Myanmar 9 / Kha Ah Za (Naing) 014987	Director	10%	No.237, 34th Street, Between 84x85 Street, Chan Aye Thar Zan Township, Mandalay.
4	Mr.Dominik Rene Burckgard	Deutsch PP .No C4KRLKLLO	Director		25 Babington Path Rowen Court Apt 3C, Hong Kong.
5	Mr.Nicholas John Powell	British PP .No 518213366	Director		25th Floor, 18 On Lan Street, Central Hong Kong (SAR).

COMMERCIAL PLASTICS COMPANY LIMITED
EMPLOYMENT CONDITION

	Schedule- 2
FOREIGN TECHNICIAN	No of Employee
	YR.1
Managing Director	1
	<u>1</u>
LOCAL EMPLOYMENT	
Management	
Factory Manager	1
Production	
QC	1
Production Stuff	12
Supervisor	1
Warehousing	
Warehouse Staff	2
Maintanance	3
Cleaners/Helpers	2
Electrician/Mechanical	1
Administration & Sales	
Export Manager	1
Office Admin	1
Human Resources Manager	1
Senior Accountant	1
Other	
Drivers	1
Security	2
	<u>30</u>
TOTAL	<u><u>31</u></u>

MACHINERY & EQUIPMENT LIST (TO BE IMPORTED) (Brand New)

Sr.No	Description	A/U	Qty	Price In	Total
				US\$	US\$
	MACHINERY & EQUIPMENT				
1	PET Recycling line	Set	1		195,000.0
	includes:				
	Bale Breaker		1		
	Sorting Conveyor		3		
	Belt Conveyor		2		
	Label Removing Machine		1		
	Crusher		4		
	Wash and Dry Machine		1		
	Sink Float Washing Machine		1		
	Screw Conveyor		3		
	Hot Washer		2		
	Friction Washer		1		
	Floating Washer		3		
	Drying Machine		1		
	Drying system		1		
	Separation System		1		
	Hopper		1		
	Control Cabinet		2		
	Blade Sharpening Machine		1		
	Spare Parts Set		2		
	Additional Spare Blades		12		
	PET Recycling Line Add-on for Increased Capacity	Set			65,000.0
	includes:				
	Sorting Conveyor		2		
	Belt Conveyor		1		
	Label Remover		1		
	Wash and Dry Machine		1		
	Drying Machine		1		
	Drying System		1		
	Separation System		1		
	Hopper		1		
	Control Cabinet		1		
	Material Handling	Set			
3	Bailing Machine		2		10,000.0
4	Forklift [Electric or LNG 1.5-2.5 T]		1		15,000.0
	Testing Equipmet				
5	Moisture Analyzer	Set	1		12,500.0
	(Including Accessory Kit and Carrying Case)				
	Factory Installation				
6	Water Treatment System	Set	1		70,000.0
					367,500.0

COMMERCIAL PLASTICS COMPANY LIMITED

INVESTMENT

Schedule - 4

US\$ In Million

		Foreign	Foreign	Local	Total
Sr. No	Particulars	50%	40%	10%	
		US\$	US\$	US\$	US\$
	Investment Type				
1	Machinery & Equipment For				
	Pet Recycling Line	0.0325	0.2275		0.2600
2	Material Handling Equipments	0.0125	0.0125		0.0250
3	Testing Equipment		0.0125		0.0125
4	Factory Installation	0.0350	0.0350		0.0700
5	Cash	0.4200	0.1125	0.1000	0.6325
	TOTAL INVESTMENT CAPITAL	0.5000	0.4000	0.1000	1.0000

Remark 1US\$ = Ks 1300/-

		US\$
Palmetto Ventures Limited	50%	500,000.0
PTI Limited	40%	400,000.0
Eastern Plastics Myanmar Co.,Ltd	10%	100,000.0
		<u>1,000,000.0</u>

COMMERCIAL PLASTICS COMPANY LIMITED**ASSET & DEPRECIATION SCHEDULE**

US\$ in Million

Schedule - 5

Sr. No	Particulars	Original	Depreciation	Depreciation	Net Book
		Value	Rate	Amount	Value
1	Machinery List	0.0000	7.5%	0.0000	0.0000
2	Material Handling Equipments	0.0250	7.5%	0.0019	0.0231
3	Testing Equipment	0.0125	7.5%	0.0009	0.0116
4	Factory Installation	0.0700	7.5%	0.0053	0.0648
		0.1075		0.0081	0.0994

COMMERCIAL PLASTICS COMPANY LIMITED
PRODUCTION & SALE STATEMENT (QUANTITY)

Schedule - 6

Sr. No	Particulars	AU	Year				
			YR.1	YR.2	YR.3	YR.4	YR.5 To YR.10
1	Export Sale (100%) Plastic Recycling Products	MT / 1000	2.00	2.52	3.02	3.53	4.03
2	Selling Price Plastic Recycling Products	US\$ / MT	510	510	520	530	530
3	Total Value Plastic Recycling Products	US\$ / ML	1.0175	1.2852	1.5678	1.8683	2.1346
	Total		1.0175	1.2852	1.5678	1.8683	2.1346

Remark: MT = Metric Ton

ML = Million

COMMERCIAL PLASTICS COMPANY LIMITED
OTHER INCOME STATEMENT (QUANTITY)

Schedule - 6-A

Sr. No	Particulars	Unit	Year				
			YR.1	YR.2	YR.3	YR.4	YR.5 TO YR.10
1	Other Income						
	Plastic Recycling Products	MT / 1000	0.1995	0.2520	0.3015	0.3525	0.4028
2	Price						
	Plastic Recycling Products	US\$ / MT	200	200	200	200	200
3	Total Value						
	Plastic Recycling Products	US\$ / ML	0.0399	0.0504	0.0603	0.0705	0.0806
	Total Cost	US\$ / ML	0.0399	0.0504	0.0603	0.0705	0.0806

COMMERCIAL PLASTICS COMPANY LIMITED

Raw Materials Requirement (Local Purchase)

Schedule - 7

Sr. No	Particulars	Unit	Year				
			YR.1	YR.2	YR.3	YR.4	YR.5 TO YR.10
1	Quantity, Plastic Bottle	MT / 000	2.660	3.360	4.020	4.700	5.370
2	Price Plastic Bottle	US\$ / MT	210	210	230	230	230
3	Total Value Plastic Bottle	US\$ / ML	0.5586	0.7056	0.9246	1.0810	1.2351
	Total Cost	US\$ / ML	0.5586	0.7056	0.9246	1.0810	1.2351

Schedule - 8

Description	YR.1			YR.2			YR.3			YR.4			YR.5 To YR.10			
	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	
		US\$	US\$ /MI		US\$	US\$ /MI		US\$	US\$ /MI		US\$	US\$ /MI		US\$	US\$ /MI	
Foreign Person (Management)																
Managing Director		1	3,500	0.0420	1	3,500	0.0420	1	3,500	0.0420	1	3,500	0.0420	1	3,500	0.0420
		1		0.0420	1		0.0420	1		0.0420	1		0.0420	1		0.0420
Description	YR.1			YR.2			YR.3			YR.4			YR.5 To YR.10			
	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	Nos	Monthly	Yearly	
		Kyats	Ks / ML		Kyats	Ks / ML		Kyats	Ks / ML		Kyats	Ks / ML		Kyats	Ks / ML	
Local Person Management																
Factory Manager		1	1,950,000	23.40	1	1,950,000	23.40	1	2,080,000	24.96	1	2,080,000	24.96	1	2,080,000	24.96
Production																
QC		1	650,000	7.80	1	650,000	7.80	1	715,000	8.58	1	715,000	8.58	1	715,000	8.58
Production Stuff		12	156,000	22.46	12	156,000	22.46	12	195,000	28.08	12	195,000	28.08	12	195,000	28.08
Supervisor		1	585,000	7.02	1	585,000	7.02	1	585,000	7.02	1	585,000	7.02	1	585,000	7.02
Warehousing																
Warehouse Staff		2	325,000	7.80	2	325,000	7.80	2	364,000	8.74	2	364,000	8.74	2	364,000	8.74
Maintanance		3	195,000	7.02	3	195,000	7.02	3	234,000	8.42	3	234,000	8.42	3	234,000	8.42
Cleaners/Helpers		2	455,000	10.92	2	455,000	10.92	2	481,000	11.54	2	481,000	11.54	2	481,000	11.54
Electrician/Mechanical		1	390,000	4.68	1	390,000	4.68	1	455,000	5.46	1	455,000	5.46	1	455,000	5.46
Administration & Sales																
Export Manager		1	780,000	9.36	1	780,000	9.36	1	845,000	10.14	1	845,000	10.14	1	845,000	10.14
Office Admin		1	455,000	5.46	1	455,000	5.46	1	520,000	6.24	1	520,000	6.24	1	520,000	6.24
Human Resources Manager		1	455,000	5.46	1	455,000	5.46	1	494,000	5.93	1	494,000	5.93	1	494,000	5.93
Senior Accountant		1	1,105,000	13.26	1	1,105,000	13.26	1	1,144,000	13.73	1	1,144,000	13.73	1	1,144,000	13.73
Other																
Drivers		1	390,000	4.68	1	390,000	4.68	1	429,000	5.15	1	429,000	5.15	1	429,000	5.15
Security		2	195,000	4.68	2	195,000	4.68	2	221,000	5.30	2	221,000	5.30	2	221,000	5.30
		30		134.00	30		134.00	30		149.29	30		149.29	30		149.29
				0.1031			0.1031			0.1148			0.1148			0.1148
GRAND TOTAL		31		0.1451	31		0.1451	31		0.1568	31		0.1568	31		0.1568

COMMERCIAL PLASTICS COMPANY LIMITED

DIRECT OVERHEAD EXPENSES

Schedule - 9

US\$ in Million

Sr. No	Particulars	Year				
		YR.1	YR.2	YR.3	YR.4	YR.5 TO YR.10
1	Electricity	0.0350	0.0385	0.0389	0.0389	0.0389
2	Repair & Maintenance	0.0120	0.0132	0.0133	0.0133	0.0133
3	Water Consumption	0.0040	0.0044	0.0044	0.0044	0.0044
4	Rental-Land & Building	0.0221	0.0221	0.0221	0.0221	0.0221
5	Insurance	0.0012	0.0013	0.0013	0.0013	0.0013
6	Petrol, Oil & Lubricant	0.0780	0.0788	0.0796	0.0804	0.0804
	TOTAL	0.1523	0.1583	0.1597	0.1605	0.1605

COMMERCIAL PLASTICS COMPANY LIMITED

INDIRECT OVERHEAD EXPENSES

Schedule - 10

US\$ in Million

Sr. No	Particulars	Year				
		YR.1	YR.2	YR.3	YR.4	YR.5 TO YR.10
1	Adminstration Expenses	0.0350	0.0354	0.0357	0.0361	0.0364
2	Travelling Expenses	0.0150	0.0152	0.0153	0.0155	0.0156
3	Social Security	0.0035	0.0035	0.0036	0.0036	0.0036
	TOTAL	0.0535	0.0540	0.0546	0.0551	0.0556

COMMERCIAL PLASTICS COMPANY LIMITED
PROJECTED PROFIT & LOSS STATEMENT

Schedule - 11
US\$ In Million

Particulars	Year					
	YR.1	YR.2	YR.3	YR.4	YR.5	YR.6 To YR.10
Sale of Plastic Recycling Products						
Export Sale 100%	1.0175	1.2852	1.5678	1.8683	2.1346	2.1346
Other Income	0.0399	0.0504	0.0603	0.0705	0.0806	0.0806
(-) Commercial Tax (5%)	(0.0020)	(0.0025)	(0.0030)	(0.0035)	(0.0040)	(0.0040)
	1.0554	1.3331	1.6251	1.9352	2.2111	2.2111
Cost of Raw Material	0.5586	0.7056	0.9246	1.0810	1.2351	1.2351
Salary & Wages	0.1451	0.1451	0.1568	0.1568	0.1568	0.1568
Direct Overhead Expenses	0.1523	0.1583	0.1597	0.1605	0.1605	0.1605
Indirect Overhead Expenses	0.0535	0.0540	0.0546	0.0551	0.0556	0.0556
Selling & Distribution Expenses	0.0300	0.0300	0.0350	0.0350	0.0350	0.0350
Financial Expenses	0.0500	0.0500	0.0520	0.0520	0.0520	0.0520
Depreciation	0.0081	0.0081	0.0081	0.0081	0.0081	0.0081
TOTAL EXPENSES	0.9975	1.1511	1.3907	1.5485	1.7031	1.7031
NET PROFIT BEFORE TAX	0.0578	0.1820	0.2344	0.3868	0.5080	0.5080
Less Income Tax 25%						0.1270
NET PROFIT AFTER TAX	0.0578	0.1820	0.2344	0.3868	0.5080	0.3810
CSR 2%	0.0012	0.0036	0.0047	0.0077	0.0102	0.0076

Exchange Rate

1US\$ = Ks 1300/-

COMMERCIAL PLASTICS COMPANY LIMITED

CASH FLOW STATEMENT

Schedule - 12

US\$ In Millio

Particulars	Pre-operating Period	Year					
		YR.1	YR.2	YR.3	YR.4	YR.5	YR.6ToYR.10
Inflow of Cash							
Share Capital	1.0000						
Sale of Plastic Recycling Products							
Export Sale 100%		1.0175	1.2852	1.5678	1.8683	2.1346	2.1346
Other Income		0.0399	0.0504	0.0603	0.0705	0.0806	0.0806
(-) Commercial Tax (5%)		(0.0020)	(0.0025)	(0.0030)	(0.0035)	(0.0040)	(0.0040)
	1.0000	1.0554	1.3331	1.6251	1.9352	2.2111	2.2111
Out Flow of Cash							
Machinery List	0.2600						
Material Handilng Equipments	0.0250						
Testing Equipment	0.0125						
Factory Installation	0.0700						
Cost of raw material		0.5586	0.7056	0.9246	1.0810	1.2351	1.2351
Salary & Wages		0.1451	0.1451	0.1568	0.1568	0.1568	0.1568
Direct Overhead Expenses		0.1523	0.1583	0.1597	0.1605	0.1605	0.1605
Indirect Overhead Expenses		0.0535	0.0540	0.0546	0.0551	0.0556	0.0556
Selling & Distribution Exp;		0.0300	0.0300	0.0350	0.0350	0.0350	0.0350
Financial Expenses		0.0500	0.0500	0.0520	0.0520	0.0520	0.0520
Income Tax 25%							0.1270
Total Out Flow of cash	0.3675	0.9895	1.1430	1.3827	1.5404	1.6950	1.8220
Surplus (+)/(-) Deficit	0.6325	0.0659	0.1901	0.2424	0.3948	0.5161	0.3891
Accumulated cash	0.6325	0.6984	0.8884	1.1309	1.5257	2.0417	2.4308

1.FINANCIAL EVALUATION

The following financial indicators should be reflected according to the datas & informations received,

- a. The statement of Financial Position reflected income, expenditures and benefits for ten years of the whols factory,
- b. The statement of cash flow reflected Surplus for ten years for the whole factory
- c. The Profit & Cash Surplus indicate performance of the business as Working Capital

INCOME & EXPENDITURE RATIO

Financial Year	Income	Expenditure	Operating Ratio	Net Profit	Net Profit Ratio
YR. 1	1.0554	0.9975	94.5220	0.0578	5.4780
YR. 2	1.3331	1.1511	86.3472	0.1820	13.6528
YR. 3	1.6251	1.3907	85.5792	0.2344	14.4208
YR. 4	1.9352	1.5485	80.0147	0.3868	19.9853
YR. 5	2.2111	1.7031	77.0251	0.5080	22.9749
YR. 6	2.2111	1.7031	77.0251	0.5080	22.9749
YR. 7	2.2111	1.7031	77.0251	0.5080	22.9749
YR. 8	2.2111	1.7031	77.0251	0.5080	22.9749
YR. 9	2.2111	1.7031	77.0251	0.5080	22.9749
YR. 10	2.2111	1.7031	77.0251	0.5080	22.9749

2.BREAK EVEN

INVESTMENT (USD in million)			1.0000				
Financial Yr	Profit after tax		Depreciation	Preliminary Expenses		Total	Accumulated Total
Pre operating period							
YR. 1	0.0578	+	0.0081	-	=	0.0659	0.0659
YR. 2	0.1820	+	0.0081	-	=	0.1901	0.2559
YR. 3	0.2344	+	0.0081	-	=	0.2424	0.4984
YR. 4	0.3868	+	0.0081	-	=	0.3948	0.8932
YR. 5	0.5080	+	0.0081	-	=	0.5161	1.4092
YR. 6	0.3810	+	0.0081	-	=	0.3891	1.7983
YR. 7	0.3810	+	0.0081	-	=	0.3891	2.1874
YR. 8	0.3810	+	0.0081	-	=	0.3891	2.5764
		=	0.1068				
BREAK EVEN PERIOD		=	$\frac{0.1068 \times 12}{0.5161}$		2.48		
			= (4) year and (2) months				

IRR Claculation (IRR)

Investment		=		1.0000		(US\$ in Million)	
		Discount Factor		24% Of Net		Discount Factor	
		24%		Present Value		25%	
Investment				1.0000		1.0000	
YR. 1	0.0659	0.8065	0.0531	0.8000	0.0527		
YR. 2	0.1901	0.6504	0.1236	0.6400	0.1216		
YR. 3	0.2424	0.5245	0.1271	0.5120	0.1241		
YR. 4	0.3948	0.4230	0.1670	0.4096	0.1617		
YR. 5	0.5161	0.3411	0.1760	0.3277	0.1691		
YR. 6	0.3891	0.2751	0.1070	0.2621	0.1020		
YR. 7	0.3891	0.2218	0.0863	0.2097	0.0816		
YR. 8	0.3891	0.1789	0.0696	0.1678	0.0653		
YR. 9	0.3891	0.1443	0.0561	0.1342	0.0522		
YR. 10	0.3891	0.1164	0.0453	0.1074	0.0418		
	<u>3.3545</u>		<u>1.0113</u>		<u>0.9721</u>		
			0.0113		-0.0279		

$$IRR = r1 + \frac{N1}{N1 - N2} \times (r2 - r1)$$

$$IRR = 24 + 0.29 \% = 24.29\%$$

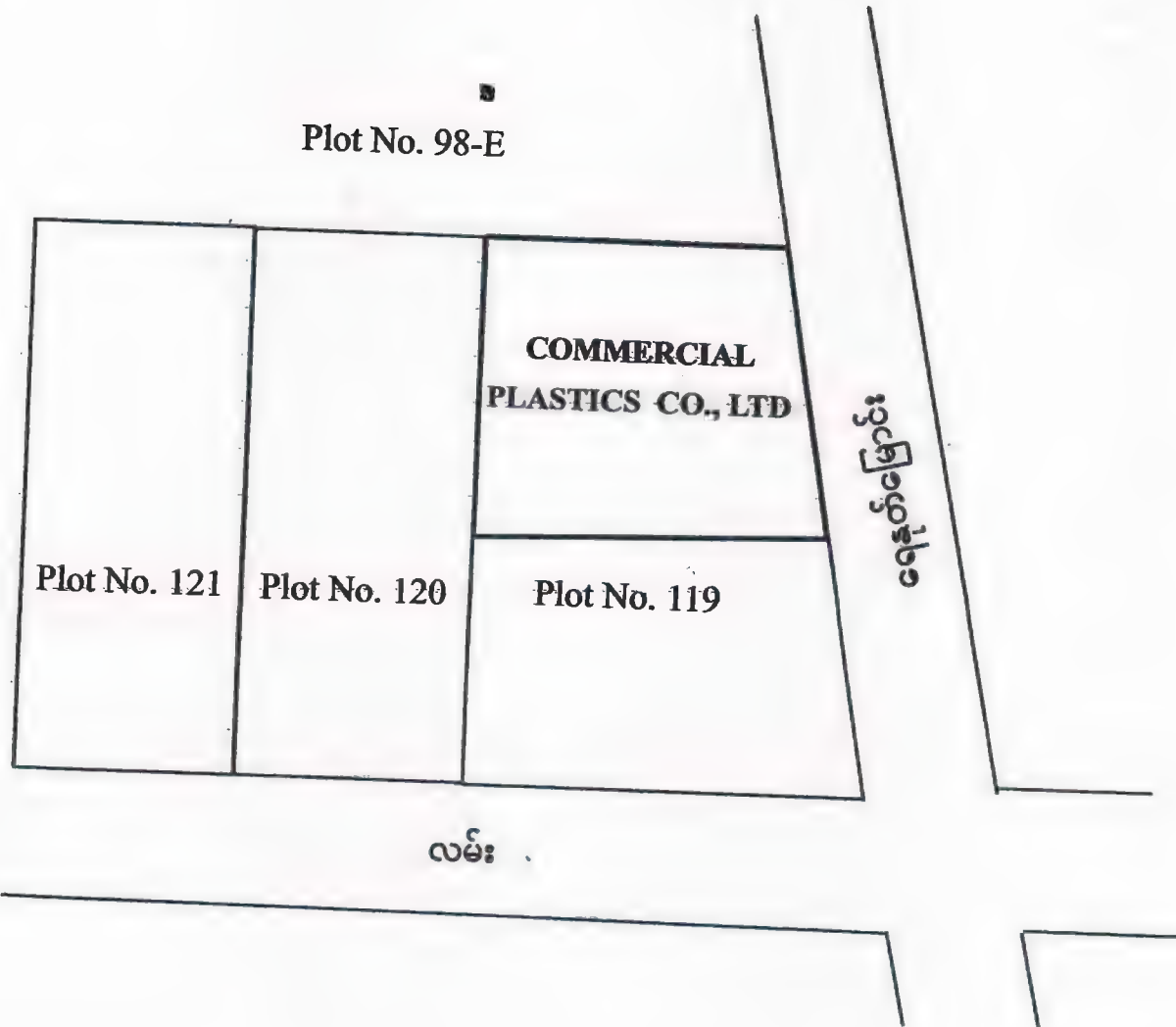
COMMERCIAL PLASTICS COMPANY LIMITED

Building Photos



COMMERCIAL PLASTICS COMPANY LIMITED

တည်နေရာပြမြေပုံ



LEASE AGREEMENT

FOR LAND & BUILDINGS (DRAFT)

BETWEEN

U KYAW WAI @ SAN WAI HWAR

AND

COMMERCIAL PLASTICS COMPANY LIMITED

LEASE AGREEMENT FOR LAND & BUILDINGS

This **LEASE AGREEMENT** for land & buildings made, entered into and delivered at Yangon on of December, 2016.

BY AND BETWEEN

U Kyaw Wai @ San Wai Hwar (9/Ma Ma Na (Naing)020951) No.34x35/84 x 85 Street, 550th Quarter, West Aung Nan Yeikthar, Chan Aye Thar Zan Township, Mandalay (hereinafter called and referred to as “ **the LESSOR** ” which expression shall, except where the context requires another and different meaning therefrom, include its successors, legal representatives and permitted assigns) of the **ONE PART**,

AND

COMMERCIAL PLASTICS COMPANY LIMITED

Incorporated under the Myanmar Companies Act as a Joint Venture Company situated at Plot No.119+120+ 121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, Myanmar (hereinafter referred to as “ **the LESSEE** ” which expression herein used shall , unless repugnant to the context or the meaning thereof, be deemed to include, its successors, legal representatives, and permitted assigns) represented for the purpose of this contract by its Managing Director, Mr.Paul Polyvios Nikitopoulos, American PP.NO-488180959, of the **OTHER PART**;

WITNESSETH AS FOLLOWS:

LOCATION : Plot No.119+120+ 121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, Myanmar.

WHERE AS the LESSEE is desirous of entering into this Lease Agreement for utilizing the lease land and buildings of measuring 0.996 acres out of 6.376 acres for Manufacturing and sale of plastic recycling productd factory in the name of **Commercial Plastics Co.,Ltd** (New Co, to be formed) at Plot No.119+120+ 121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, Myanmar.

WHEREAS the LESSOR is desirous of leasing the land and buildings as afore-mentioned to the **LESSEE** for promoting as a Factory, with the joint venture company in Myanmar;

WHEREAS the LESSOR represents and warrants that he has the legal and beneficial right on the said land and building;

WHEREAS both the LESSOR and the LESSEE hereto are legally authorised to enter into this Lease Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I : LEASE PERIOD

- 1-01** In consideration of the rent hereinafter reserved and the covenants made by the **LESSEE** hereinafter contained, the **LESSOR** doth hereby lease unto the **LESSEE** all that piece of land and buildings at Plot No.119+120+ 121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, Myanmar measuring 0.996 acres out of 6.376 acres as per map (which shall form an integral part of this Lease Agreement) for a term of 30 (thirty) years extendable by ten-year periods two times from the date of signing this Lease Agreement,
- 1-02** Right to use the common pathway regarding of plot no.119+120+121. The lessor is allowed to use the gate house of plot No.120 for the purpose of common pathway for Commercial Plastics Co.,Ltd.
- 1-03** On expiry of 30 (thirty) years extendable by ten-year periods two times of the lease, this lease may be renewed for further periods with the consent of the **LESSOR** and subject to the approval of the Myanmar Investment Commission (hereinafter called MIC).

ARTICLE II : ANNUAL RENTAL AND PAYMENT TERMS

- 2-01** The annual rent for the land and building shall be US\$ 22,168.68 (United States Dollar Twenty Two Thousand One Hundred and Sixty Eight and Sixty Eight Cents only) calculated at the rate of US\$ 5.5/- per square metre per year of leased land and building area of measuring 0.996 acres out of 6.376 acres.
- 2-02** Payment of annual rent shall be made in advance in the first month of the year of every financial year. The first payment of rent shall be made just in the month of signing this Lease Agreement to the last day of the financial year.
- 2-03** The rate of rent shall be revised in view of prevailing land and building lease rates after every five-year period and increase of the rent shall be not be more than 10% (Ten Percent) of the preceeding annual rent.
- 2-04** The rent shall be calculated from the date of signing this Lease Agreement.

ARTICLE III : PLACE OF BUSINESS AND FACTORY

- 3-01** The Place of business extsion and branch factory of the **LESSEE** shall be at Plot No.119+120+ 121, Myay Taing Block No.14, Shwe Thanlwin Industrial Zone, Hlaing Tharyar Township, Yangon, Myanmar.

ARTICLES IV : EFFECTIVE DATE OF THE LEASE

- 4-01** The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the **LESSOR** and the **LESSEE**.
- 4-02** The period of the lease shall be initially 30 (thirty) years extendable by ten-year periods two times by mutual agreement. The lease period shall be counted from the date of signing of this Lease Agreement,

ARTICLE V : LESSEE'S OBLIGATIONS

- 5-01** The **LESSEE** hereby covenants with the **LESSOR** for the following:
- 5-01(1)** to pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided,

- 5-01(2)** not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the leased premises or any part thereof, without the consent of the LESSOR and the approval of the Myanmar Investment Commission (MIC),
- 5-01(3)** to utilize the leased land and building for the purpose of operating as Manufacturing and sale of plastic recycling products factory in the name of "Commercial Pastices Co.,Ltd" and thereafter to install plant and equipment for processing and Manufacturing and sale of plastic recycling products factory ,
- 5-01(4)** to ensure that all activities and operations on the premises or any part thereof including the said Factory under lease and other related facilities, are in conformity with the laws, regulations and directives of the Republic of Union of Myanmar, and
- 5-01(5)** the LESSEE shall be responsible for protection as well as preservation of the environment in and around the work-site, to be able to control pollution of air, water and land, not to cause any environmental degradation, taking necessary measures in order to make environmental protection and other treatment procedures to keep the worksite environmentally friendly
- 5-01(6)** to surrender the lease within 3 (three) months of prior notice served to the LESSOR and take away or dispose of all moveable properties not affecting the LESSOR right to claim for the rent up to the date of complete evacuation and damages caused to the land and building, in the event of termination.

ARTICLE VI : LESSOR'S OBLIGATIONS

- 6-01** The LESSEE paying the rent hereinbefore mentioned and performing and observing the covenants hereinbefore contained, the LESSOR hereby covenants with the LESSEE for the following:
 - 6-01(1)** The LESSOR shall pay all land revenues and industrial zone management fees imposed on the leased land and building.
 - 6-01(2)** The LESSOR is to assist in getting sufficient electricity power supply, required IDD telephones, fax lines and telex lines ,and
 - 6-01(3)** The LESSOR is responsible to assist in getting the requisite licences and permits from relevant authorities in Myanmar.
- 6-02** The LESSEE may peacefully and quietly hold the leased premises during the term of the Lease Agreement without any interruption or disturbance of whatsoever nature by the LESSOR or any person lawfully claiming to represent the LESSOR.

ARTICLE VII : GOVERNING LAW & JURISDICTION

- 7-01** This Lease Agreement shall be read, construed, interpreted and governed, in all respects, by the laws of the Republic of Union of Myanmar and the parties hereto hereby submit to the jurisdiction of the relevant court of Myanmar and all courts competent to hear appeals therefrom.

ARTICLE VIII : WARRANTY AND REPRESENTATION

- 8-01** Each party represents and warrants to the other that it is a legal person duly authorised under the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE IX : TERMINATION

- 9-01** This Lease Agreement may be terminated through the service of 90 (ninety) days' notice by either party hereto, upon occurrence of any of the following events, subject to the approval of the Myanmar Investment Commission-
- 9-01(a)** substantial and continuous losses sustained by the business operations,
 - 9-01(b)** breach of any conditions of this Lease Agreement by either party, without rectification within 90 (ninety) days from written notification of the other party, and
 - 9-01(c)** force majeure event persisting for more than six months from the occurrence thereof,
- 9-02** This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of 90 (Ninety) days' notice of the intention of such termination of the one party to the other.
- 9-03** This Lease Agreement may also be terminated by the **LESSEE**, in the event that a natural disaster or any destruction or loss caused by force majeure occurs. Notice of intention to terminate shall be given in writing to the **LESSOR**, at least six months' in advance. The **LESSEE** reserves its right under this Lease Agreement to reconstruct the damaged property at its own cost and continue its operations.
- 9-04** Termination shall be effective, only after the approval of the Myanmar Investment Commission.

ARTICLE X : RETRANSFER OF LEASED PROPERTY

- 10-01** During the period of 30 (thirty) years extendable by ten-year periods two times of the leasehold of the leased land and building, the **LESSEE** shall undertake normal maintenance and due care of the leased property. The **LESSEE** shall with the prior written consent of **LESSOR** construct additional buildings or extension of buildings at the factory premises after initial foreign investment
- 10-02** At the expiry of the Lease period, the "**LESSEE**" shall transfer the leased land and building and immovable properties on it to the "**LESSOR**" within 3 (three) months in good condition, ground damages having been refilled and repaired.
- 10-03** The **LESSEE** shall have the right to take re-possession of all movable properties which shall be removed at its own costs and or disposed of within 3 (three) months, not affecting the **LESSOR** right to claim for the rent up to the date of complete evacuation and damages caused to the leased land and building by the **LESSEE**.
- 10-04** If "**the LESSEE**" wishes to manage and operate the factory after termination of this Contract a new contract of management under new terms and conditions may be negotiated and concluded within six months before the expiry of this Contract.
- 10-05** Such amendments are subject to the approval of the Myanmar Investment Commission.

ARTICLE XI : ARBITRATION

- 11-01** In the event of any dispute arising between the parties to this Lease Agreement, which can not be settled amicably, such dispute shall be settled in the Republic of Union of Myanmar by way of Arbitration, through two Arbitrators, each one of whom shall be appointed by the **LESSOR** and the **LESSEE** respectively. Should the Arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the Arbitrators. The decision of the Arbitrators or the Umpire shall be binding upon both parties. The arbitration proceedings shall, in all respects, conform to the Arbitration Law, 2016 .
- 11-02** Arbitration fees shall be borne by the losing party.
- 11-03** The venue of arbitration shall be in Yangon, Myanmar.

ARTICLE XII : FORCE MAJEURE

- 12-01** If either party is temporarily rendered unable wholly or partly by force majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.
- 12-02** The term, "force majeure" as applied herein shall mean Acts of God, restraints of a Government, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earth quakes, storms and other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE XIII : ASSIGNMENTS

- 13-01** The **LESSEE** has the right to assign, or transfer its interest in the "Commercial Plastics Co.,Ltd" to any Company or individual, local or foreign, with the consent of and on terms agreed by the **LESSOR**, subject to the existing laws of the Republic of Union of Myanmar and the approval of the Myanmar Investment Commission.

ARTICLE XIV : MINERAL RESOURCES AND TREASURES

- 14-01** Mineral resources, treasures, gems, antiques and other natural resources, discovered unexpectedly from, in or under the leased land and building during the term of Lease Agreement, shall be the property of the **Government** and the **Government** shall be at liberty to excavate the aforesaid finds at anytime, in accordance with laws, rules and regulations of the Republic of Union of Myanmar. In case of antiques were discovered, Parties will have to hand it over to the authorities of the Republic of Union of Myanmar within 24 hours.

ARTICLE XV : NOTICE

- 15-01** Any notice or other communication required to be given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

LESSOR	:	Name :	U Kyaw Wai @ San Wai Hwar 9/Ma Ma Na (Naing)020951 No.34x35/84 x 85 Street, 550th Quarter, West Aung Nan Yeikthar, Chan Aye Thar Zan Township, Mandalay Tel: _____ Fax : _____
LESSEE	:	Name :	Mr.Paul Polyvios Nikitopoulos PP.NO-488180959 238 Pine St, Lowell, MA 01851 USA. Tel: _____ Fax : _____

ARTICLE XVI : LANGUAGE

16-01 This Agreement shall be written in English .

IN WITNESS WHEREOF THE PARTIES hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

LESSOR

LESSEE

U Kyaw Wai @ San Wai Hwar
9/Ma Ma Na (Naing)020951
No.34x35/84 x 85 Street, 550th Quarter,
West Aung Nan Yeikthar, Chan Aye Thar
Zan Township, Mandalay

Mr.Paul Polyvios Nikitopoulos
PP.NO-488180959
Commercial Plastics Co.,Ltd

WITNESSES
In the presence of :

(1)

(2)

Name
Designation.....

Name
Designation.....

နိုင်ငံသားစိစစ်ရေးကတ်ပြား

အမှတ် (၁၁၁) ၀၁၀၉၅၁

၇.၆.၁၉၉၁

အမည် ဦးကျော်ဝေ (သ) ဦးစံပေ

ရက်စွဲ ၁၉၉၁

အသက် ၃၀

လိင် အမ

အလုပ် အမှုဆောင်

နေထိုင်ရာ အမှတ် ၁၁၁

အခြားအချက်အလက်

အမှတ် ၁၁၁

အခြားအချက်အလက်

၁၁၁၀၁၀၁

အမှတ် (၁၁၁) ၀၁၀၉၅၁

၇.၆.၁၉၉၁

အမည် ဦးကျော်ဝေ (သ) ဦးစံပေ

ရက်စွဲ ၁၉၉၁

အသက် ၃၀

လိင် အမ

အလုပ် အမှုဆောင်

နေထိုင်ရာ အမှတ် ၁၁၁

အခြားအချက်အလက်

အမှတ် ၁၁၁

အခြားအချက်အလက်



အမည်

ဦးကျော်ဝေ (၁)
စိုးလောဟ

တိုင်းဒေသကြီး/ပြည်နယ်
မြို့နယ်

ဇုန်ကန်
ကျိုင်းတုံ

မြေတိုင်းရပ်ကွက်အမှတ်

၁၄

လူနေရပ်ကွက်အမှတ်

ရွှေဘိုလွင် ကန်မူရန်

မြေကွက်အမှတ်

၁၁၉ + ၁၂၀ + ၁၁၁

နိုင်ငံသားစိစစ်ရေးကော်မရှင်အမှတ်/၉၂၈၈၃၆၅၁၂၀၉၅၁

အမျိုးသားမှတ်ပုံတင်အမှတ်

မြေကွက်တည်နေရာ

မြေငှားစာချုပ်အမှတ်

အမှုတွဲအမှတ်/နေ့စွဲ

ကသာယာ (ကန်မူရန်) ရွှေဘိုလွင်၊ ၄၈၂၀၀၄



မြေငှားစာချုပ် မူရင်း

HA 002605

နေ့စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဇန်နဝါရီလ၊ ၂၁ ရက်

..... အမှုတွဲအမှတ်လက်မှတ် (ရက်စွဲ) ရွှေဘို၊ ၂၀၁၅

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် “အငှားချထားသူ” ဟုရည်ညွှန်းသည်။ “အငှားချထားသူ” ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်။)

နှင့် စက်မှုလက်မှုလုပ်ငန်း

..... ဂျန် ကုန်... ထိုင်းခေမကြီး/မြည်နယ် မြို့နယ်၊ ဦး... ကျေး... ဖုန်း... ဝ... သား/သမီးဖြစ်သော ဦး/မ... ကျော်... နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ်... မ... (နောင်တွင် “အငှားစာချုပ်ရသူ” ဟုရည်ညွှန်းသည်။) တို့ ၁၃... ဂျန်... ၃၃... က... လဆန်း/လပြည့်ကျော် ...ရက်နေ့၊ ၂၀... ၁၅ ခုနှစ်၊ ...ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း အောက်ပါအတိုင်း ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘုရားများ၊ ကျောက်စီးသွေး၊ ရေနံနှင့် ကျောက်မီးသီးစသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်းမပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအကျဉ်းချုပ်ချုပ်ဆိုချက်များနှင့်အညီ ပြဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ၂၀... ၁၅ ခုနှစ်၊ ဇန်နဝါရီလ ၂၁ ရက်နေ့တွင် အောက်ပါအတိုင်း အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ ၂၀၁၅ ခုနှစ်၊ ဇန်နဝါရီလ ၂၁ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ်... (၆၆၅၅၆)..... (ကျပ်ခြောက်ဆယ်သောင်းကျပ်ပေါင်းရှစ်ထောင်ခြောက်ရာ) ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း (၁) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ်ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အပို(၃)တွင် ပြဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ~

က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့်နည်းလမ်း အတိုင်းအဆိုပါမြေငှားခနှင့်အဆိုပါမြေကွက်ပေါ်၌သော်လည်းကောင်း၊ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော ~~အဆောက်အအုံ~~၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်၊

ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်းစတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လမ်းနှင့်အောက်ရေစိုက်စနစ်၊ ဥပဒေ ၊ နည်းဥပဒေ ၊ စည်းမျဉ်းစည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်ကို ~~အဆိုပါမြေကွက်ပေါ်၌~~ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား အတွင်း ပြုပြင်မွမ်းမံထားရှိရန်၊

ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက် များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော ~~အဆောက်အအုံ~~ကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်၊

ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောင်ခွင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ ~~အဆောက်အအုံ~~ဆောက်လုပ်ရန်၊

င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား အတွင်း အဆိုပါမြေကွက်ကို ~~စိုက်ပျိုးရေးအတွက်~~ရန်အတွက်မှတစ်ပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် ~~ထိုနေရာရှိ~~အဖြစ်မှတစ်ပါး အခြားနည်းအသုံးမပြုရန်၊

စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၎င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

ဇ) ဤစာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက် ပေါ်၌ သို့မဟုတ် ဆောက်လုပ်ထားသော ~~အဆောက်အအုံ~~ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်၊

ဈ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါအဆိုပါ မြေကွက် တည်ရှိသည့် ~~အဆောက်အအုံ~~၊ ~~ထိုအဆောက်အအုံ~~နှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပို (၂) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် ~~အဆောက်အအုံ~~၊ ~~ထိုအဆောက်အအုံ~~နှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်၊

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀ ...၇၂..... ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက်မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်းအစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယ လဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခမပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ် သည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုပွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကိုပယ်ဖျက်၍ အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်း များကိုသိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် ~

(က) အပို (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နှိတ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့ နိုင်သည့် သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နှိတ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံ စသည့် ပစ္စည်းများဖြင့် ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနှိတ်စာကို ပြဆိုသည့် ပစ္စည်းလမ်း၏တိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ မြေကွက်အဆောက်အအုံများ မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချ ထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူအား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ

ဤစာချုပ်အရ အငှားချထားသူသည် အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည့် သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နှိတ်စာကို ပြဆိုသည့် ပစ္စည်းများဖြင့် ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနှိတ်စာကို ပြဆိုသည့် ပစ္စည်းလမ်း၏တိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ မြေကွက်အဆောက်အအုံများ မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချ ထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူအား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ

မြေကွက်နှင့်ပြန်လည်သိမ်းယူသည့် အချိန်တွင်ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်စီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏တန်ဖိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ်ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရ။



အပိုင်း (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲ တွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြား မကုန်မီ (၆) လအတွင်း ဖျက်သိမ်း သယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလ အခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

.....၂၀၁၈...ခုနှစ်၊ရက်နေ့၊လ၊ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံး သောအခါ ဒုတိယ တစ်ဆယ့်ငါး နှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပိတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံးသောအခါတတိယ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပိတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပိတ် မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်၊ အကယ်၍ အထက်ပါ နည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုခံခွဲတွင် ပြဌာန်း ထားသည့် နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပိတ် မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါ အခြားပြဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် နေ့မှစ၍ ပထမ နှစ်ပေါင်း သုံးဆယ် အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသည့် ပဋိညာဉ်ခံချက်များကို မဖျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပိတ် မြေငှားခဖြင့် နောက်ထပ်နှစ်ပေါင်း သုံးဆယ် အတွက်ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှား စာချုပ်အသစ် ချုပ်ဆိုရန်သဘောတူကြောင်း အဆိုပါ ပထမနှစ်ပေါင်း သုံးဆယ် မပြည့်မီ အနည်းဆုံး (၆) လ ကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်အကြောင်းကြားရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ (၆) လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ် အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်၊ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပိတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ် နှင့် ညွှန်ကြားရေးမှူး တို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ.....
ဦး.ကျော်ဝေ(ခ)ဦးဝေဟင်သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့် နေ့ရက်တွင် လက်မှတ်ရေးထိုးကြကြောင်း။



မူရင်း

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ပွဲ၊ ပြုံးရေးဦးစီးဌာန

မြို့ . ကျေး

ညွှန်ကြားရေးမှူးချုပ်

ဦးမင်းထိန်



ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ်

ဦးခင်မိန်

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

ညွှန်ကြားရေးမှူး

ဦးဌေးအောင်

အောင်

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) အိမ်စင်မေအောင်

အောင်

အငှားစာချုပ်ရသူ . . . ဦးကျော်ဝေ(ခ) က လက်မှတ်ရေးထိုးသည်။
စိုးလောဟ

အသိသက်သေ

၀၁

မြို့စားစာချုပ်စာရင်း (၂၀၁၂ ခုနှစ် ၁၂/၂၇/၁၃)

အထက်တွင် ရည်ညွှန်းထားသည့်အားဖြင့် လက်ထောက်ညွှန်ကြားရေးမှူး

မြို့စားစာချုပ်စာရင်း ခွင့်ပြုခြင်းဖြင့်ဖြစ်သော လူနေရပ်ကွက်အမှတ်

မြေတိုင်းရပ်ကွက်အမှတ်

မြေနှင့်အခွန်ဌာန(ရုံးချုပ်)

မြေနှင့်အခွန်ဌာန(ရုံးချုပ်) ဦးစီးဌာန/ပြည်နယ်

မြေကွက်အမှတ် ၁၁၂၀၁၂၁ ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှန်နှိပ်၍ ပြထားသော အလျား ပေ၊

အနံ ပေ၊ ခန့်ရှိသော အလားအလာ ~

အရှေ့လားသော် ရေဒါတ်မြောင်း

အနောက်လားသော် မြေကွက်အမှတ် ၁၂၂

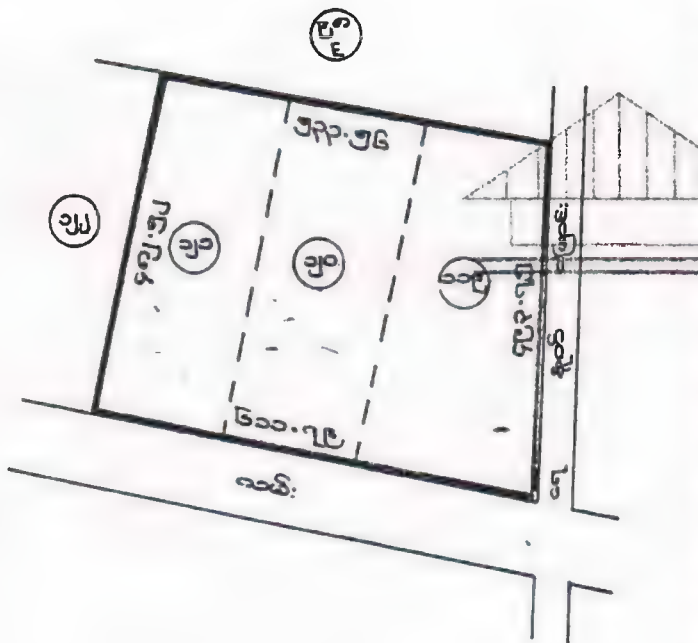
တောင်လားသော် လမ်း

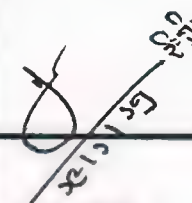
မြောက်လားသော် မြေကွက်အမှတ် ၉၈/၉

အတွင်းရှိ မြေအားလုံးစရိယာ ၆၀,၇၇၆ (စတုရန်းပေ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မူရင်း



၂၀၁၅ / ၂၀၁၆ ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မြေငှားစာချုပ်မြေပုံ	
အမည်ပေါက်	ဦးကျော်ဝေ (၁) စနိုးဝေဟွာ
မြေတိုင်းရပ်ကွက်အမှတ်-	၁၄
လူနေရပ်ကွက်အမှတ်	- အသံကွက်ကွက်အမှတ်
မြေကွက်အမှတ်	- ၁၁၉ + ၁၂၀ + ၁၂၁
မြေအမျိုးအစား	- နှစ်(၁၀)မြေဦးစာချုပ်
အလျား..... $\frac{၆၁၁.၇၉}{၁၁၁.၁၆}$x အနံ $\frac{၄၉၃.၇၁}{၁၁၁.၁၆}$	
ဧရိယာ	- ၂၇၇၇၃၈၈၈/၁၀၀၀၀ ၆.၃၇၆
မြို့နယ်	- ကြို့သာယာ
စကေး	- ၁" = ၂၅၀'
ထုတ်ပေးသည့်အမှုတွဲအမှတ်	
(စိုးဝင်းညွန့်) မြေတိုင်း - ၄ မြေတိုင်း ဌာန	
 ကိုကိုနိုင် ဦးစီး၊ ဆရာ မြေတိုင်း ဌာန	

၂၀၁၅ / ၂၀၁၆ ခုနှစ်သုံး မြေပုံ/မြို့ မြေစာရင်းမှ ရေးကူးသော ကောက်နှုတ်ချက်မိတ္တူမြေပုံ/မြေရာဝေငြိမ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)

အမည်ပြောင်းလွှဲခြင်းမှတ်တမ်း

တိုင်းဒေသကြီး/ပြည်နယ်

-

မြို့နယ်

-

မြေတိုင်းရပ်ကွက်အမှတ်

-

မြေကွက်အမှတ်

-

ဧရိယာ

-

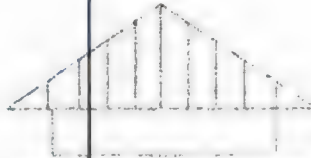
မြေအမျိုးအစား

-

မြေငှားစာချုပ်အမှတ်

-

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကော်မရှင်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကော်မရှင်အမှတ်
၁	၂	၃	၄



Delta Capital Myanmar GP I Limited
c/o 25th Floor, 18 On Lan Street, Central, Hong Kong

20 December 2016

To
Chairman
Myanmar Investment Commission (Yangon)

Dear Sirs,

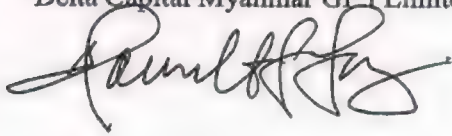
Proposed Investment in Undertaking for Commercial Plastics Company Ltd. (Myanmar)

We, Delta Capital Myanmar GP I Limited, are the general partner of Myanmar Opportunities Fund I, L.P. (the "Partnership"), a limited partnership investment fund, established in Cayman Islands.

We confirm that we, on behalf of the Partnership, have established a wholly-owned special purpose vehicle "Palmetto Ventures Limited" to own our interest in the above proposed investment. We also confirm that Palmetto Ventures Limited is a newly formed company that currently does not maintain a bank account, and that we plan to open a bank account in Singapore in the very near future.

Yours faithfully,

For and on behalf of
Delta Capital Myanmar GP I Limited



Director

**TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004**



583A64F912

**CERTIFICATE OF INCORPORATION
(SECTION 7)**


The REGISTRAR of CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES, that pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of incorporation having been complied with,

PALMETTO VENTURES LIMITED

BVI COMPANY NUMBER: 1927361

is incorporated in the BRITISH VIRGIN ISLANDS as a BVI BUSINESS COMPANY, this 31st day of October, 2016.




for REGISTRAR OF CORPORATE AFFAIRS
31st day of October, 2016

Name of Company
Company Number

PALMETTO VENTURES LIMITED

1927361

REGISTER OF DIRECTORS
(For Individual Director)

Date of Appointment	Full Name	Former Name or Alias (if any)	Date and Place of Birth	Nationality and ID/PPT No.	Address for the service of documents	Usual residential address (if different from the address for the service of documents)	Occupation	Date of Cessation	Entry Made By
19 December 2016	Nicholas John Powell	N/A	14/12/1968	British	25th Floor, 18 On Lan Street, Central, Hong Kong	Flat G, 2/F, Pak Fai Mansion, 72 Macdonnell Road, Mid-Levels, Hong Kong	Director		
			UK	Passport: 518213366					
19 December 2016	Hamilton Ty Tang	N/A	28-Jun-1963	Chinese	25th Floor, 18 On Lan Street, Central, Hong Kong	5A Magazine Court, No. 5 Magazine Gap Road, Mid-Levels, Hong Kong	Director		
			USA	HKID: P245867(9)					

Page No.

1

PLEASE NOTE:

(1) THE FIRST REGISTERED AGENT OF THE COMPANY SHALL, WITHIN 6 MONTHS FROM THE DATE OF INCORPORATION OF THE COMPANY, APPOINT ONE OR MORE PERSONS AS THE FIRST DIRECTORS OF THE COMPANY. THE ORIGINAL OR COPY OF THIS REGISTER MUST BE KEPT AT THE OFFICE OF THE COMPANY'S REGISTERED AGENT. IF A COPY THEN PLEASE NOTIFY THE REGISTERED AGENT IN WRITING OF THE PHYSICAL ADDRESS OF THE ORIGINAL.

(2) THE INITIAL COPY OF THE REGISTER OF DIRECTORS SHALL BE FILED FOR REGISTRATION BY THE REGISTRAR WITHIN 21 DAYS OF THE APPOINTMENT OF FIRST DIRECTORS. ANY SUBSEQUENT CHANGES IN THE REGISTER WILL ALSO NEED TO BE FILED WITHIN 30 DAYS OF ANY CHANGES OCCURRING.

NAME OF COMPANY PALMETTO VENTURES LIMITED

Company Number 1927361

REGISTER OF MEMBERS

Company Number 1927501

Full Name	Delta Capital Myanmar GP I Limited (Acting in its capacity as general partner of Myanmar Opportunities Fund I, L.P.)				Occupation	Corporation				Date Entered as a Member				
Address	P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands									Date of Ceasing to be Member				
Date	Shares Acquired					Shares Transferred						Total Shares Held	Remarks	Entry Made By
	Certificate Number	Distinctive Nos.		No. of Shares	Consideration Paid	No. of Transfer Deed	Certificate Number	Distinctive Nos.		No. of Shares	Consideration Paid			
		From	To					From	To					
19 December 2016	1	1	1	1	US\$1.00							1		

Full Name					Occupation					Date Entered as a Member				
Address											Date of Ceasing to be Member			
Date	Shares Acquired					Shares Transferred					Total Shares Held	Remarks	Entry Made By	
	Certificate Number	Distinctive Nos.		No. of Shares	Consideration Paid	No. of Transfer Deed	Certificate Number	Distinctive Nos.		No. of Shares				Consideration Paid
		From	To					From	To					

Page No.	1	Class of Share	Ordinary	Par Value Per Share	US\$1.00
----------	---	----------------	----------	---------------------	----------

PLEASE NOTE: THE ORIGINAL OR COPY OF THIS REGISTER MUST BE KEPT AT THE REGISTERED OFFICE.

BVI

PMM Partners Limited
BALANCE SHEET (UNAUDITED)
As at 31st December 2015

	<u>2015</u>
Assets	
Investments	1
Prepayments	208,372
Receivables	2
Cash and cash equivalents	<u>19,514</u>
	<u>227,889</u>
Liabilities	
Creditors and accrued charges	84,686
Cash received in advance	<u>205,919</u>
	<u>290,605</u>
Net Liabilities	<u>(62,716)</u>
Capital and Reserves	
Ordinary share capital	2
Accumulated loss	<u>(62,718)</u>
	<u>(62,716)</u>

INCOME STATEMENT (UNAUDITED)
For the year ended 31st December 2015

	<u>Year-to-date 2015</u>
Income	
Interest income	8
Fund management fee	<u>828,200</u>
	<u>828,208</u>
Expenses	
Office expenses	10,266
Service fee expenses	10,000
Manager's fee	<u>828,200</u>
	<u>848,466</u>
Loss for the year	<u>(20,258)</u>

REPUBLIC OF THE MARSHALL ISLANDS
OFFICE OF THE REGISTRAR OF CORPORATIONS

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

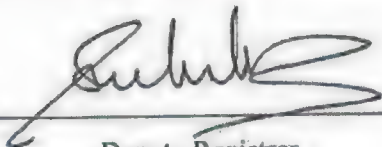
PTI Ltd
Reg. No. 80075

is duly incorporated and has filed articles of incorporation under the provisions of the Marshall Islands Business Corporations Act on

November 5, 2015

WITNESS my hand and the official seal of the
Registry on **November 5, 2015**




Deputy Registrar

17878W503G

Information

As part of our efforts to be a more environmentally-friendly bank, all our account statements will now be printed on both sides of the page.

STATEMENT OF ACCOUNT

Page 1 of 2

For enquiries, please call

Business Banking at 6538 1111

OCBC North Branch

PTI LTD

BANGKAPI MANSION #5B

89 SUKHUMVIT SOI 12

10110 BANGKOK

THAILAND

BIZ ACC FOREIGN INCP - USD

1 NOV 2016 TO 30 NOV 2016

Account No. 503303190301

Transaction Value		USD		USD	USD
Date	交易日 Date 过帐日	Description 说明	Cheque 支票	Withdrawal 支出	Deposit 存入
		BALANCE B/F			42,018.86
29 NOV	29 NOV	CHECK A/C TT DEP 6831500333FC ASAHI LOI HEIN COMP *MDSUSER 000001924			152,230.00
29 NOV	29 NOV	COMM/COMM IN LIEU 6831500333FC ASAHI LOI HEIN COMP *MDSUSER 000001924		6.97	
29 NOV	29 NOV	CHECKING A/C WDL CT0010187005M001 HAINAN YISH 40PC *MDSUSER 000002091		151,712.00	
29 NOV	29 NOV	COMM/COMM IN LIEU CT0010187005M001 HAINAN YISH 40PC *MDSUSER 000002091		43.00	
29 NOV	29 NOV	AGENT FEE CT0010187005M001 HAINAN YISH 40PC *MDSUSER 000002091		15.00	
29 NOV	29 NOV	CHECKING A/C DEP O2911/43337042 MM INTERPLAST CO., *MDSUSER 000006465			10,000.00
29 NOV	29 NOV	COMM/COMM IN LIEU O2911/43337042 MM INTERPLAST CO., *MDSUSER 000006465		6.96	
		BALANCE C/F			52,464.93
		Total Withdrawals/Deposits		151,783.93	162,230.00
		Total Interest Paid This Year			0.00
		Average Balance			42,715.26

Please turn over...

RNB05OCNAI73061

CHECK YOUR STATEMENT

Please check this statement & advise us of any discrepancies within 14 days of receipt. If we do not hear from you, we will take this statement as correct and binding. 请查核这张结单, 若有不符之处, 请在收到之后十四天内通知我们。如果您没有通知我们, 则我们将视此结单为正确无误, 且具有约束力。
For enquiries, please call Business Banking at 6538 1111.

CHANGE OF PARTICULARS

Please complete the form on the reverse side of Page 1 of this statement to update your particulars. (eg. Address, telephone number) Alternatively, for personal account holders, you can also update your particulars via Internet Banking or at our in-branch ATMs.

OCBC PROMOTION & INFORMATION**REVISION OF OCBC BUSINESS
ACCOUNT TERMS AND
CONDITIONS**

In line with the new Common Reporting Standard (CRS) Policy, there will be revisions to the OCBC Business Account Terms and Conditions effective 5 December 2016. Please visit www.ocbc.com/business-banking/notices.html for more details.

**DISCONTINUATION OF
EASI-PROCHECK SERVICE FROM 1
JANUARY 2017**

From 1 January 2017, Easi-ProCheck service for SGD Business Accounts will be discontinued. Please call us at +6565381111 if you have further queries.

**REVISION OF AUDIT
CONFIRMATION CHARGES FROM
1 JANUARY 2017**

From 1 January 2017, Audit Confirmation request will be charged S\$55 per financial year confirmation. Please visit www.ocbc.com/business-banking/notices.html for more details.

**NEW FORM FOR AUDIT
CONFIRMATION**

Effective 15 June 2016, we have launched a new Audit Confirmation Request form. Please submit your request via this new form. You can download the form from our website: www.ocbc.com/business-banking/Forms.html

For more information, visit any of our branches or log on to www.ocbc.com



KANBAWZA BANK
INTERNATIONAL BANKING DIVISION BRANCH
NO.53,6 STOREY OFFICE BLD, COR OF MERCHANT RD &
BO SON PAT ST, PABEDAN TSP, YANGON
Ph: (01)2307150-54,
Fax: (01)384380

ACCOUNT NO. : 20610920600954801 (USD)
NAME : Eastern Plastics Myanmar Co, Ltd
NRC : , 9/KHAAHZA(N)017075, 9/KHAAHZA(N)014987,
ADDRESS : NO-295,4F/G, MYO MA KYAUNG RD, DAGON , ,
PHONE : 09799994661, 9799994661

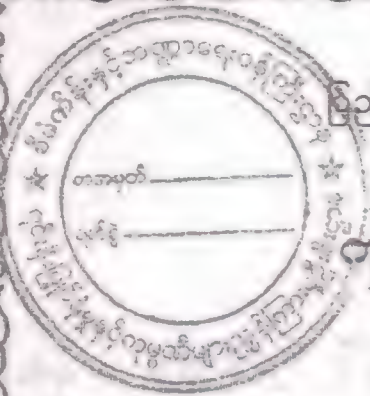
Date : 21 December, 2016

Statement Of Transaction For The Date Between 20/09/2016 and 20/12/2016

Date Time	Description	Debit	Credit	Balance
20/09/2016	Opening Balance - - - - -			0.00
20/09/2016	By Cash - Deposit Cash transaction 206-MYAT THU ZAR KHAING,09453890829,095145160 - - - - -		100.00	100.00
20/09/2016	To Transfer - COMMISSION 330601017 - 206-MYAT THU ZAR KHAING,09453890829,095145160 - - - - -	0.30		99.70
23/09/2016	By Transfer - A/C Transfer 06010706000412401 - KTD-TR FROM 06010706000412401 DAW KYI KYI WIN, U MAUNG MAUNG KYAW, U MAUNG MAUNG MYAT, U MAUNG MAUNG LWIN, U MAUNG MAUNG YIN TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd. - - - - -		100,000.00	100,099.70
23/09/2016	By Transfer - A/C Transfer 20610920600022001 - KTD-TR FROM 20610920600022001 STRENGTH CO., LTD TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		6,800.00	106,899.70
23/09/2016	By Transfer - A/C Transfer 06010906000378301 - KTD-TR FROM 06010906000378301 KOL GLOBAL CO., LTD TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		83,000.00	189,899.70
23/09/2016	By Transfer - A/C Transfer 05710905702300101 - KTL-DAW HNIN EI KHINE - - - - -		8,650.00	198,549.70
27/09/2016	By Transfer - A/C Transfer 06010906004499401 - KTD- TR FROM 06010906004499401 POWER TWENTY ONE CO., LTD. TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		30,000.00	228,549.70
27/09/2016	By Transfer - A/C Transfer 06010906004183701 - KTD- TR FROM 06010906004183701 P T C SYSTEMS COMPANY LIMITED TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		20,000.00	248,549.70
28/09/2016	By Cash - Deposit Cash transaction KTD-U HAN WIN AUNG,095071579 - - - - -		3,010.00	251,559.70
28/09/2016	To Transfer - COMMISSION 330601017 - KTD-U HAN WIN AUNG,095071579 - - - - -	9.03		251,550.67
28/09/2016	To Transfer - A/C Transfer - - - MM INTERPLAST CO., LTD. - OVERSEA CHINESE BANKING CORP; LTD. - FOR SHARE CAPITAL - 206FTOF162721005	250,000.00		1,550.67
28/09/2016	To Transfer - COMMISSION - - - MM INTERPLAST CO., LTD. - OVERSEA CHINESE BANKING CORP; LTD. - FOR SHARE CAPITAL - 206FTOF162721005	25.00		1,525.67
28/09/2016	To Transfer - Swift Charges for Outward Remittance - - - MM INTERPLAST CO., LTD. - OVERSEA CHINESE BANKING CORP; LTD. - FOR SHARE CAPITAL - 206FTOF162721005	2.00		1,523.67
31/10/2016	By Transfer - A/C Transfer 06010906000370401 - KTD-TR FROM 06010906000370401 MINN TUN TRADING TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		80,000.00	81,523.67
31/10/2016	By Transfer - A/C Transfer 06010906001451201 - KTD-TR FROM 06010906001451201 BLUE NINE ENGINEERING CO. LTD TO 20610920600954801 Eastern Plastics Myanmar Co, Ltd - - - - -		220,000.00	301,523.67
01/11/2016	To Transfer - A/C Transfer - - - MM INTERPLAST COMPANY LIMITED - OVERSEA CHINESE BANKING CORP; LTD. - SHARE CAPITAL - 206FTOF163061501	300,000.00		1,523.67
01/11/2016	To Transfer - COMMISSION - - - MM INTERPLAST COMPANY LIMITED - OVERSEA CHINESE BANKING CORP; LTD. - SHARE CAPITAL - 206FTOF163061501	25.00		1,498.67
01/11/2016	To Transfer - Swift Charges for Outward Remittance - - - MM INTERPLAST COMPANY LIMITED - OVERSEA CHINESE BANKING CORP; LTD. - SHARE CAPITAL - 206FTOF163061501	2.00		1,496.67
20/12/2016	By Transfer - A/C Transfer - - - IBD, TRF, FR 06010906003721501, AYEYAR HINTHAR TRADING CO., LTD TO FC (2) A/C. - - - -		30,000.00	31,496.67
20/12/2016	Closing Balance			31,496.67
No. of Debit	: 8	Debit Total	550,063.33	
No. of Credit	: 11	Credit Total	581,560.00	

With reversal Page No. 1

1279



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန
ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ်၁၁၀၂...../ ၂၀၁၆- ၂၀၁၇ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ အရှေ့တိုင်း ပလတ်စတစ် မြန်မာ ကုမ္ပဏီ
လီမိတက်

.....အား ပေးရန်တာဝန် တန်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၆ ခုနှစ်၊ဇွန်.....လ၊ ၂၁ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

၆ (နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION

NO. 1102 of 2016- 2017 (YGN)

I hereby certify that EASTERN PLASTICS MYANMAR COMPANY
LIMITED is this day incorporated
under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Yangon this TWENTY-FIRST day
of JUNE TWO THOUSAND AND SIXTEEN.

For Director General
(Nilar Mu, Director)

Directorate of Investment and Company Administration

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည် (၂၁-၆-၂၀၁၆) မှ (၂၀-၆-၂၀၂၁) ရက်နေ့ အထိ (၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှု နှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

(၂) ကုမ္ပဏီအနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင် အဆိုပြုတင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

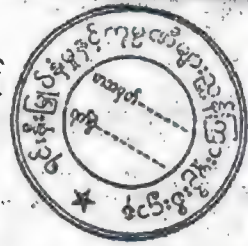
(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ခွင့်ပြုချက်ရရှိမှသာ ဆောင်ရွက်ခွင့်ရှိမည်ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲလုပ်ကိုင်လိုပါက ပြောင်းလဲလုပ်ကိုင်လိုသည့် လုပ်ငန်းရည်ရွယ်ချက် များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD) ၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက်မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

လာရောက်ထုတ်ယူသည့်ရက်စွဲ ၇ 3 JUN 2016

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သင်းသင်းမြတ်၊ ဒုတိယညွှန်ကြားရေးမှူး)

015300



FORM VI

RETURN OF ALLOTMENTS THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 22th of June 200 2016
 on the of 200 of the * EASTERN PLASTICS MYANMAR
 CO., LTD

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash ...100 Shares.

" " " "

Nominal amount of the shares so allotted ...Ks. 10,000,000/-

" " " "

Amount paid or due and payable on cash such share ...Ks. 100,000/-

" " " " ..(Fully paid up)

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted

Amount to be treated as paid on each such share

The consideration for which such share have been allotted is as follow :-

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the word made substituted for the word "From" after the word "allotments" above.
 Here insert name of Company.
 Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : U Maung Maung Oo (Managing Director)
Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
1. U Maung Maung Oo 9/ Ma Na Ma (Naing) 122713	No.95/A, Lanthit Street, Nant Thar Kone Ward, Insein Township, Yangon.	Merchant		20 shares
2. U Kyaw Htet Aung 9/ Kha Ah Za (Naing) 014987	No.237, 34-Street, Bet; 84 Street & 85-Street, Chan Aye Thar Zan Township, Mandalay.	Merchant		80 shares
			Total	<u>100 Shares</u>

Signature 

Date (22-6-2016)

U Maung Maung Oo
Managing Director
Eastern Plastics Myanmar Co., Ltd.

019334

FORM XXVI
PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)


Name of Company : **EASTERN PLASTICS MYANMAR CO.,LTD**

Presented by : **U Maung Maung Oo (MD)**

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. U Maung Maung Oo	Myanmar 9/Ma Na Ma (Naing) 122713	No.95/A, Lanthit Street, Nant Thar Kone Ward, Insein Township, Yangon.	Merchant	Appoint As Managing Director w.e.f (22-6-2016)
2. U Kyaw Htet Aung	Myanmar 9/Kha Ah Za (Naing) 014987	No.237, 34-Street, Bet; 84 Street & 85-Street, Chan Aye Thar Zan Township, Mandalay.	Merchant	Appoint As Director w.e.f (22-6-2016)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of" and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Dated this 22-6-2016

Signature 
Designation **U Maung Maung Oo**
Managing Director
Eastern Plastics Myanmar Co., Ltd.

EN908838
No. of publications: 0



EN608939

EN608939

VANDERSCHULDEN



ALEXANDRA

A. Date de naissance / Geboortedatum
Geburtsdatum : Date of birth

28 09 1986

d. Line of nassance / Geographisches
Geburtsort / Place of birth

UCCLE

II. Autorité / Instanz
Behörde / Authority

BANGKOK

10. Signature du titulaire / Handtekening van de houder
 Unterschrift des Passinhabers / Holder's signature

Bankarchides

P<BELVANDERSCHULDEN<<ALEXANDRA<<<<<<<<<<<<<<<<<<
EN608939<4BEL8609281F2302018<<<<<<<<<<<<<06

CETTE PAGE EST RESERVEE AUX OBSERVATIONS OFFICIELLES (11)

THERE ARE NO OFFICIAL OBSERVATIONS

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

PASSPORT
PASSEPORT

Type/Type

Guide/Code

Patent No. 4,842,442

P

GBR

518213366

POWELL

Given names/Prónoms (2)

NICHOLAS JOHN

Nationality/Nationality (3)

BRITISH CITIZEN

Date of birth/Date de naissance (4)

14 DEC 1968

Sex/Save (5) ... Place of birth/Join: 60 nationality (6)

M LONDON

Date of issue/Date de délivrance (F)

Authority/Autocrit. (8)

28 SEP / SEPT 15 IPS

Date of expiry/Date d'expiration: (9)

Holder's signature/Signature du titulaire (10)

28 SEP / SEPT 25

U. #1

P<GBRPOWELL<<NICHOLAS<JOHN<<<<<<<<<<<<<<<<<<<

5182133661GBR6812148M2509286<<<<<<<<<<<00



နိုင်ငံသားစိစစ်ရေးကော်မရှင်

အမှတ် ၆/၁၀၄ (နိုင်) ၀၁၄၉၈၇

ရက်စွဲ ၁၇ JUL 2019

အမည် ရွှေသီရိသုတေသနကော်မရှင်

ဖခင်အမည် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မွေးသက္ကရာဇ် ၂၉.၇.၁၉၇၈

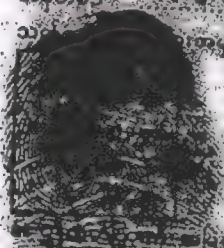
အမျိုး/ဘာသာ ဝဏ္ဏဝေ/ဗုဒ္ဓ

အရပ် ၆၂-၂-၁၁၀၀၀၀

သက်တမ်း/သက်တမ်းကုန်ဆုံးရက် ၆၂-၂-၁၁၀၀၀၀

ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉
ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉
ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉

အမှတ်စဉ် N501607



အမှတ် ၆/၁၀၄ (နိုင်) ၀၁၄၉၈၇

အမည်အတိုင်း ရွှေသီရိသုတေသနကော်မရှင်

ဖခင်အမည် ကချင် (၁၅၁) ဝဏ္ဏဝေ

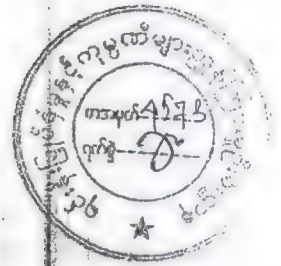
မွေးသက္ကရာဇ် ၁၅.၁၁.၁၉၇၈

အမျိုး/ဘာသာ ဝဏ္ဏဝေ/ဗုဒ္ဓ

ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉
ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉
ထုတ်ပြန်ရက်စွဲ ၁၇.၇.၂၀၁၉

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon.



Date: 1.12.2016

Re: Application to check availability of company name for foreign company registration

1. I wish to submit an application to confirm the availability of the following company name:

Name in English: Commercial Plastics Co., Ltd.

Name in Myanmar: ကော်မာရှယ် ပလတ်စတစ် ကုမ္ပဏီ လီမိတက်

(The proposed company name must be specified in both English & Myanmar).

2. The contact details of the applicant are as listed below:

Name:

Company:

Address: No. 119, Myay Taing Quarter No. 14, Shwe Tharwin Industrial Zone, Hlaing
Tharyar Township, Yangon, Myanmar.

Phone number:

3. The business objectives and activities of the proposed foreign company are as listed below:

(i) Manufacturing (Recycling Product)

(ii)

(iii)

(iv)

(v)

(vi)

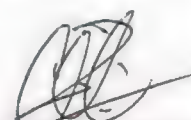
(vii)

(viii)

Signature of applicant:

Name:

NRC (Myanmar) or Passport No. (and country) :


Zau Myo Hnong
IE/Ya/Ke/No (M) 075416

ကုမ္ပဏီလီမိတက်

Commercial plastics Co, Ltd.

၂၁
၁.၁၂.၈၈

၂၁
၁.၁၂.၈၈
Thirte Aung

011949

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ



အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ကော်မရှယ် ပလပ်စတစ်

ကုမ္ပဏီ လီမိတက်

၏

သွင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ



THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

COMMERCIAL PLASTICS COMPANY LIMITED



မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ကော်မရှယ် ပလပ်စတစ်

ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း



၁။ ကုမ္ပဏီ၏အမည်သည် ကော်မရှယ် ပလပ်စတစ် ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။


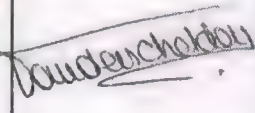


၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၃,၀၀၀,၀၀၀/- (အမေရိကန်ဒေါ်လာ သုံးသိန်း တိတိ) ဖြစ်၍ အမေရိကန်ဒေါ်လာ ၁/- (အမေရိကန်ဒေါ်လာ တစ်) တန် အစုရှယ်ယာပေါင်း (၃,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ခြင်း၏ ရည်ရွယ်ချက်များမှာ -

- (၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်အရ Plastics Recycling Products ထုတ်လုပ်ခြင်းနှင့် ရောင်းချခြင်းလုပ်ငန်း။
 - (၂) အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှ တင်သွင်းရန် နှင့် ထွက်ရှိလာသော ကုန်ချောများ၊ တစ်စိတ်တစ်ဒေသကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကား ရောင်းချရန်။
 - (၃) အထက်ပါလုပ်ငန်းနှင့် ဆက်နွှယ်လျက်ရှိသည့်ဆောက်လုပ်ရေးလုပ်ငန်းများကို လုပ်ကိုင်ရန် နှင့်ယင်းလုပ်ငန်း အတွက် လိုအပ်သော စက်ပစ္စည်းများ၊ အပိုပစ္စည်းများ နှင့် အခြားဆောက်လုပ်ရေးပစ္စည်းများကိုပြည်ပမှ တင်သွင်းရန်။
- (၇) ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ ၏ စီးပွားရေး လုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့ အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊အခြား မည်သည့် အရပ်ဒေသ၌ ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊အမိန့်ကြော်ငြာ စာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့်လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထား ခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟုခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင်လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် သင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီး နှင့်ယှဉ်တွဲ၍ ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	Palmetto Ventures Limited (Represented By)  Ms. Alexandra Vanderschelden 8 clos des Braconniers 1410 Waterloo, Belgium (Businesswoman)	Incorporated In British Virgin Islands Belge PP NO. EN608939	၅၀%	
၂။	PTI Ltd (Represented By) Mr. Paul Polyvios Nikitopoulos 238 Pine St. Lowell, MA 01851 USA. (Businessman)	Incorporated In Marshall Islands American PP NO. 488180959	၄၀%	
၃။	Eastern Plastics Myanmar Co., Ltd (Represented By) U Kyaw Htet Aung No.237, 34-Street, Between 84th & 85th Street, Chan Aye Thar Zan Township, Mandalay, Myanmar. (Businessman)	Incorporated In Myanmar Myanmar 9 / Kha Ah Za (Naing) 014987	၁၀%	

ရန်ကုန်မြို့။ နေ့စွဲ။ ၂၀၁၆ ခုနှစ်၊ ဒီဇင်ဘာလ၊ () ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ကော်မရှယ် ပလပ်စတစ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ



- ၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေ မဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇ (၂) တွင်ဖော်ပြပါရှိသည့်မလိုက်နာမနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့်ကုမ္ပဏီဖြစ်၍အောက်ပါသက်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင်အရေအတွက်ကို ငါးဆယ် ထိ သာကန့်သတ်ထားသည်။
- (ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ) တခုခုအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

- ၃။ ကုမ္ပဏီ၏သက်မှတ်မ,တည်ငွေရင်းမှာ အမေရိကန် ဒေါ်လာ ၃,၀၀၀,၀၀၀/- (အမေရိကန်ဒေါ်လာ သုံးသန်း တိတိ)ဖြစ်၍ အမေရိကန်ဒေါ်လာ ၁/- (အမေရိကန်ဒေါ်လာ တစ် တိတိ) တန် အစုရှယ်ယာပေါင်း (၃,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကိုကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေပြဌာန်းချက်များနှင့် အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။
- ၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပါ ပြဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သောပုဂ္ဂိုလ်များအားသက်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်းသို့မဟုတ်ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက် နိုင်သည်။

- ၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ ၏ တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့်ပြန်လည် အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသောအခြားသက်သေခံအထောက်အထား တစ်စုံတစ်ရာ ကိုတင်ပြစေ၍ သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများကအသိအမှတ်ပြုပေးရမည်။
- ၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့်အကြိမ်တိုင်း အတွက်ဒါရိုက်တာများက သတ်မှတ်သည့် ပုဂ္ဂိုလ်များမှ သတ်မှတ်သည့်နေရာ နှင့် အချိန်တွင် ပေးသွင်းစေရန် တာဝန်ရှိစေ ရမည်။ ဆင့်ခေါ်မှုတစ်ခု အတွက် အရစ်ကျပေးသွင်းစေခြင်း သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်း တို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

- ၇။ သင်းလုံးကျွတ်အစည်းအဝေးကတစ်စုံတစ်ရာသတ်မှတ်ပြဌာန်းမှု မပြုလုပ်သမျှဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၂၀) ဦးထက်မများစေရ။
ပထမ ဒါရိုက်တာများသည်-

(၁) Mr. Paul Polyvios Nikitopoulos

(၂) Mr. Dominik Rene Burckgard

(၃) U Kyaw Htet Aung

(၄) Mr. Nicholas John Powell

တို့ဖြစ်ကြပါသည်။

- ၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှတစ်ဦးကို မန်နေဂျင်း ဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက်သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့ကပေးအပ်သောအာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

- ၉။ ဒါရိုက်တာ တစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဌာန်းချက်များကိုလိုက်နာရန် တာဝန်ရှိသည်။

- ၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့်အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ ပြည့်စုံ၍ ချုပ်ခြယ်ခြင်း ကင်းသော ဆင်ခြင်တုံတရားဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

- ၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း စည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန်အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ သို့မဟုတ်မဟုတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေး ထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

- ၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေးခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံးအတွက် အကျိုးသက်ရောက် စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့် တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က) ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင်ပေးအပ်ထားသော အထွေထွေအာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော တန်ဖိုးနှင့် စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို ဝယ်ယူရန် သို့မဟုတ် အခြား နည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့် အလမ်းများကိုမဆို သင့်တော်သော စည်းကမ်းချက်များ သတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။
- (၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ဈေးငှားရန် သို့မဟုတ် အဆိုပါဈေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(စ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ထုတ်ဝေရန်။
- (၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ် တစ်ဒေသကိုငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေး ရာ၌ ငွေအပြည့်ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့်သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ခေါ်ဆိုခြင်း မပြုရသေး သော ရင်းနှီးငွေများအပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ဖြစ်စေ၊ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေထုတ်ပေးရန်။
- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့် လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်းအလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ကုမ္ပဏီ၏ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော် လည်းကောင်း၊ သို့မဟုတ် ရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော် သည့်အတိုင်း ဆောင်ရွက်ရန်။
- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏ တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကိုသတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံ ပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စများအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စားဆောင်ရွက်နိုင်ရေးအတွက်တာဝန်လွှဲအပ်ရန်။
- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာ အဖြစ်ခန့်ထားရန်။
- (၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန်။

- (ဂ) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့် ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ်အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။
- (ဇ) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့်စပ်လျဉ်း၍ ဤကုမ္ပဏီပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သောတရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီကရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသောကြွေးမြီများနှင့် ပတ်သက်၍ပေးဆပ်ရန် အချိန်ကာလရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (ဇဝ) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန့်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန့်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာ ဆောင်ရွက်ရန်။
- (ဇ၁) ဤကုမ္ပဏီကရရန်ရှိသော တောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ ပေးရန်ရှိသောငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (ဇ၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီမဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ ကိုယ်စားဆောင်ရွက်ရန်။
- (ဇ၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ် ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စား မည်သူကလက်မှတ်ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (ဇ၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆရပါက သင့်လျော်လျှောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်၊ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင် ပြောင်းလွှဲရန်။
- (ဇ၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြားပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့်နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကိုသင့်လျော်သည်ဟုယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်၊ အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘော တူညီချက်များနှင့် ဥပဒေပါပြဌာန်းချက်များပါ ပါဝင်သည်။
- (ဇ၆) ဤကုမ္ပဏီကခန့်ထားသော မည်သည့်အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသောအမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေအမြတ် အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသ အဖြစ် သတ်မှတ်ရန်။
- (ဇ၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။
- (ဇ၈) ဤကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန် နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့်စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။
- (ဇ၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆရပါကကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေး အဖွဲ့အစည်းထံမှ မဆိုငွေချေးယူရန်။

အထွေထွေ အစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့်အချိန်နှင့်နေရာ များတွင်ပြုကွဲဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ်အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက်ဆွေးနွေးချိန်တွင် အစည်းအဝေးကြီးအထမြောက်ရန် သတ်မှတ်သည့်အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင် အခြားနည်းသတ်မှတ်ပြဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များကိုင်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံးဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့်ကိစ္စတွင် ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်စေရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏အစုရှင်များအားခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်းပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာ လုပ်ငန်းလည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်းဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါသတ်မှတ်ချက်များနှင့် အညီ ထားသိုထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊ သုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများ သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများကစစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည့်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူပေးပို့ခြင်း အားဖြင့်ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာ များက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦးရှေ့မှောက်တွင်မှ တစ်ပါးမည်သည့်အခါမျှ မသုံးရ။ ထို့တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာကလက်မှတ် ရေးထိုးရမည်။

လျှော်ကြေး


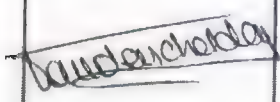


၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေ ပြဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန်ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံ ခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျှော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာပြင်ဆင် ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။



အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင်လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန်လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီး နှင့်ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	Palmetto Ventures Limited (Represented By)  Ms. Alexandra Vanderschelden 8 clos des Braconniers 1410 Waterloo, Belgium (Businesswoman)	Incorporated In British Virgin Islands Belge PP NO. EN608939	၅၀%	
၂။	PTI Ltd (Represented By) Mr. Paul Polyvios Nikitopoulos 238 Pine St. Lowell, MA 01851 USA. (Businessman)	Incorporated In Marshall Islands American PP NO. 488180959	၄၀%	
၃။	Eastern Plastics Myanmar Co., Ltd (Represented By) U Kyaw Htet Aung No. 237, 34-Street, Between 84th & 85th Street, Chan Aye Thar Zan Township, Mandalay, Myanmar. (Businessman)	Incorporated In Myanmar Myanmar 9 / Kha Ah Za (Naing) 014987	၁၀%	

ရန်ကုန်မြို့။ နေ့စွဲ။ ၂၀၁၆ ခုနှစ်၊ ဒီဇင်ဘာလ၊ () ရက်။

အထက်ပါ လက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

COMMERCIAL PLASTICS COMPANY LIMITED






- I. The name of the Company is " **COMMERCIAL PLASTICS COMPANY LIMITED.**"
- II.. The registered office of the Company will be situated in the Republic of the Union of Myanmar.
- III. The objects for which the Company is established are as on the next page.
- IV. The liability of the members is limited.
- V. The Authorised Capital of the Company is US \$ 3,000,000/- (US Dollars Three Million Only) divided into (3,000,000) shares of US \$ 1/- (US Dollars One Only) each, with power in General Meeting either to increase, reduced or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6, **The Objective For Which The Company is established are-**

- (1) Manufacturing and sale of Plastics Recycling Products Factory as per MIC Permit.
 - (2) To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.
 - (3) To carry on the business of construction works necessary for the activities mentioned above and other materials necessary to the above mentioned activities.
7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manners that the Company shall think fit.

PROVISO: *:Provided that the Company shall not exercises any of the above objects whether in the Union of Myanmar or elsewhere, save on so far as it may be entitled so as to do in accordance with the Laws, Orders and Notifi-cations in force from time to time and then only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
1	Palmetto Ventures Limited (Represented By) Ms.Alexandra Vanderschelden 8 clos des Braconniers 1410 Waterloo, Belgium (Businesswoman)	Incorporated In British Virgin Islands Belge PP NO. EN608939	50%	
2	PTI Ltd (Represented By) Mr.Paul Polyvios Nikitopoulos 238 Pine St. Lowell, MA 01851 USA. (Businessman)	Incorporated In Marshall Islands American PP NO. 488180959	40%	
3	Eastern Plastics Myanmar Co.,Ltd (Represented By) U Kyaw Htet Aung No.237, 34-Street, Between 84th & 85th Street, , Chan Aye Thar Zan Township, Mandalay, Myanmar. (Businessman)	Incorporated In Myanmar Myanmar 9 / Kha Ah Za (Naing)014987	10%	

Yangon : : Dated Day of December, 2016.

It is hereby certified that the persons mentioned above
put their signature in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

COMMERCIAL PLASTICS COMPANY LIMITED



1. The regulations contained in Table "A" in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17(2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-
 - (a) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty .*
 - (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The Authorised Capital of the Company is US \$ 3,000,000/- (US Dollars Three Million Only) divided into (3,000,000) shares of US \$ 1/- (US Dollars One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (20).
The First Directors shall be:-
 - (1) Mr. Paul Polyvios Nikitopoulos
 - (2) Mr. Dominik Rene Burckgard
 - (3) U Kyaw Htet Aung
 - (4) Mr. Nicholas John Powell
8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-
- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.
 - (4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
 - (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
 - (6) To appoint a Director as Managing Directors, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
 - (7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

- (8) To appoint any person or person to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.
- (11) To make and give receipts, releases and other discharges for the money payable to the Company and for the claims and demands of the Company.
- (12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.
- (17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.
- (19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceeding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of Directors, members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purpose. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profit of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
- (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
 - (2) *all sales and purchases of goods by the Company;*
 - (3) *all assets and liabilities of the Company.*
19. The books of account shall be kept at the registered office of the Company or at such other places as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of the Directors previously given and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

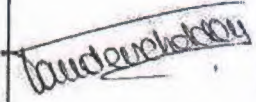
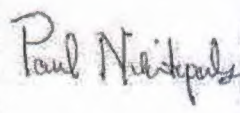
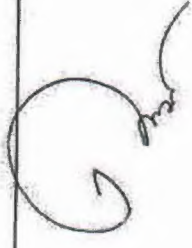
23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.



We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
1	Palmetto Ventures Limited (Represented By) Ms.Alexandra Vanderschelden 8 clos des Braconniers 1410 Waterloo, Belgium (Businesswoman)	Incorporated In British Virgin Islands Belge PP NO. EN608939	50%	
2	PTI Ltd (Represented By) Mr.Paul Polyvios Nikitopoulos 238 Pine St. Lowell, MA 01851 USA. (Businessman)	Incorporated In Marshall Islands American PP NO. 488180959	40%	
3	Eastern Plastics Myanmar Co.,Ltd (Represented By) U Kyaw Htet Aung No.237, 34-Street, Between 84th & 85th Street, Chan Aye Thar Zan Township, Mandalay, Myanmar. (Businessman)	Incorporated In Myanmar Myanmar 9 / Kha Ah Za (Naing)014987	10%	

Yangon : : Dated Day of December, 2016.

It is hereby certified that the persons mentioned above put their signature in my presence.